

FINANCE COMMITTEE

11/10/2015

304 E. Grand River, Board Chambers, Howell, MI 48843

7:30 AM

AGENDA

1. **CALL MEETING TO ORDER**

2. **ROLL CALL**

3. **APPROVAL OF MINUTES**

Minutes of Meeting Dated: October 28, 2015

4. **TABLED ITEMS FROM PREVIOUS MEETINGS**

5. **APPROVAL OF AGENDA**

6. **CALL TO THE PUBLIC**

7. **CLOSED SESSION**

Pending Litigation - Greco

8. **RESOLUTIONS FOR CONSIDERATION:**

09 **District Court**

RESOLUTION AUTHORIZING PURCHASE OF HAND HELD RADIOS FOR COURT SECURITY OFFICERS – DISTRICT COURT

10 **Car Pool**

RESOLUTION AUTHORIZING CAPITAL EXPENDITURE AND ISSUANCE OF PURCHASE ORDER FOR THE PURCHASE OF ONE NEW VEHICLE AND EMERGENCY EQUIPMENT FOR THE EMERGENCY MANAGER DEPARTMENT (vehicles) - Motor Pool / General Government / Finance / Board

11 **Public Health**

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY TO CONDUCT ENVIRONMENTAL HEALTH SERVICES - Public Health / Health & Human Services / Finance / Board

12 **Public Health**

RESOLUTION TO AUTHORIZE A BUDGET AMENDMENT TO THE HEALTH DEPARTMENT 2015 BUDGET - Public Health / Health & Human Services / Finance / Board

13 **Administration**

RESOLUTION AUTHORIZING AN AGREEMENT WITH COHL, STOKER & TOSKEY, P.C., TO PROVIDE LEGAL SERVICES TO LIVINGSTON COUNTY - County Administration / General Government / Finance / Board

- 14 Board of Commissioners**
RESOLUTION TO AUTHORIZE THE ISSUANCE OF REFUNDING BONDS
IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,100,000
-

- 15. REPORTS**
16. CLAIMS
17. PREAUTHORIZED
18. CALL TO THE PUBLIC
19. ADJOURNMENT

MEETING MINUTES

LIVINGSTON COUNTY

OCTOBER 28, 2015 – 7:30 A.M.

ADMINISTRATION BUILDING - BOARD CHAMBERS
304 E. Grand River Avenue, Howell, MI 48843

FINANCE COMMITTEE

COMM. **GARY CHILDS**
 COMM. **DENNIS DOLAN**
 COMM. **DAVID DOMAS**

COMM. **BILL GREEN**
 COMM. **CAROL GRIFFITH**
 COMM. **KATE LAWRENCE**

COMM. **DON PARKER – FINANCE CHAIR**
 COMM. **RON VAN HOUTEN**
 COMM. **STEVE WILLIAMS**

OTHERS: KEVIN WILKINSON
DIANNE McCORMICK
MELISSA SHARRER

DEBBIE WARDEN
KEN HINTON
CINDY CATANACH
FRANCINE ZYSK

NATALIE HUNT
RICH MALEWICZ
PARAMEDIC????

1. **CALL TO ORDER:** Meeting called to order by **COMM. DON PARKER** at 7:32 A.M.
2. **ROLL CALL.**
3. **APPROVAL OF MINUTES: MINUTES OF MEETING DATED OCTOBER 14, 2015:**

MOTION TO APPROVE THE MINUTES, AS PRESENTED.
MOVED BY: LAWRENCE / SECONDED BY: DOLAN
ALL IN FAVOR - MOTION PASSED

4. **TABLED ITEMS FROM PREVIOUS MEETINGS. None.**
5. **APPROVAL OF AGENDA:**

MOTION TO APPROVE THE AGENDA, AS MODIFIED.
MOVED BY: LAWRENCE / SECONDED BY: CHILDS
ALL IN FAVOR – MOTION PASSED

6. **CALL TO THE PUBLIC: None.**
7. **RESOLUTIONS FOR CONSIDERATION:**

8. CIRCUIT COURT: RESOLUTION APPROVING THE FILLING OF THREE FULL TIME LAW CLERKS IN THE 53RD DISTRICT COURT

**RECOMMEND MOTION TO THE: BOARD
MOVED BY: DOMAS / SECONDED BY: LAWRENCE
ALL IN FAVOR - MOTION PASSED**

➤ Discussion

9. PUBLIC HEALTH: RESOLUTION AUTHORIZING AN AGREEMENT WITH NACCHO AND THE CDC TO PROVIDE FUNDING FOR LOCAL HEALTH DEPARTMENT ACCREDITATION SUPPORT INITIATIVE

**RECOMMEND MOTION TO THE: BOARD
MOVED BY: DOLAN / SECONDED: VAN HOUTEN
ALL IN FAVOR - MOTION PASSED**

10. ADMINISTRATION: RESOLUTION TO AUTHORIZE A THIRD QUARTER BUDGET AMENDMENT TO THE FISCAL-YEAR 2015 BUDGET

**RECOMMEND MOTION TO THE: BOARD
MOVED BY: LAWRENCE / SECONDED BY: GRIFFITH
ALL IN FAVOR - MOTION PASSED**

11. REPORTS:

➤ Commissioner Domas reported that he attended the MAC Public Safety Committee Meeting and discussed a document he received regarding Michigan Prison System. The report will be distributed to all of the Commissioners.

12. CLAIMS

**RECOMMEND MOTION TO THE BOARD TO APPROVE THE MISCELLANEOUS CLAIMS DATED: October 28, 2015
MOVED BY: LAWRENCE / SECONDED BY: GRIFFITH
ALL IN FAVOR - MOTION PASSED**

13. PAYABLES

**RECOMMEND MOTION TO THE BOARD TO APPROVE THE COMPUTER PRINTOUT DATED: 10-15-15 thru 10-28-15
MOVED BY: WILLIAMS / SECONDED BY: DOLAN
ALL IN FAVOR - MOTION PASSED**

14. CALL TO THE PUBLIC:

15. ADJOURNMENT:

**MOTION TO ADJOURN AT 7:46 AM
MOVED BY: DOMAS / SECONDED BY: GRIFFITH
ALL IN FAVOR - MOTION PASSED**

Respectfully Submitted

NATALIE HUNT
RECORDING SECRETARY

RESOLUTION

NO.

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING PURCHASE OF HAND HELD RADIOS FOR COURT SECURITY OFFICERS – DISTRICT COURT / FINANCE / BOARD

WHEREAS, in the 2015-2020 Livingston County Strategic Plan the Courts identified the need for improved security as one of the main actions items; and

WHEREAS, the District Court also requested the State Court Administrators Office conduct a security assessment of the Highlander Way court building and grounds; and

WHEREAS, this assessment identified deficiencies in security at the court building; and

WHEREAS, one of the recommendations of the report was to provide better communications between court staff, screening deputies, bailiffs and sheriff transport deputies via the use of two way radios similar to those in use at the jail; and

WHEREAS, the Sheriff’s office tested these radios in the court building and confirmed their effectiveness; and

WHEREAS, the purchase of radios has been recommended by the Court Security Committee; and

WHEREAS, the cost for up to 10 radios and related equipment is less than \$3000; and

WHEREAS, the purchase of these radios and related equipment will be paid from the contingency fund.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby approves the purchase of these two way radios accordance with purchasing policy and in an amount not to exceed \$3000.

BE IT FURTHER RESOLVED that the Livingston County Board of Commissioners authorized a budget amendment and transfer of up to \$3000 from General Fund Contingency to the Court Security Org Code 10130500 to effectuate this purchase.

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Moved:
Seconded:
Carried:



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF LIVINGSTON COUNTY SHERIFF

150 S. Highlander Way, Howell, MI 48843
Phone 517-540-7932 Fax 517-545-9627
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Lieutenant Jeffery LeVeque
Date: 11/3/15
Re: Radio Purchase by Courts

Attached for your consideration and approval is a resolution authorizing the courts to purchase small hand held radios for use by screening, bailiff and transport deputies. Early this year the Court Security Safety Committee as part of an overview of security asked the State Court Administrative Office (SCAO) to conduct a security assessment of the court building and grounds. This was completed in June of this year and a report provided listing 16 different recommendations.

One of these recommendations was to implement the use of hand held radios to by court screening, bailiff and transport deputies. In this way all of the deputies and designated court staff would have an easy way to communicate back and forth and especially in cases where assistance is needed. The court building is quite spread out and deputies on one side of the building may not know of an incident elsewhere and with no easy way to communicate or ask for assistance.

Court Security was identified as a top priority in the Court Strategic Planning sessions. I was advised by Cindy Catanach that money was still available in 2015 general fund contingency to fund some of the action items identified throughout the Strategic Plan. I got three competing quotes for the radios with the average being just under \$3000. With your approval we will get them ordered and in use as soon as possible.

If you have any questions regarding this matter please contact me.

Thank you for your time and consideration,

Lt. Jeffery LeVeque
LCSD

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING CAPITAL EXPENDITURE AND ISSUANCE OF PURCHASE ORDER FOR THE PURCHASE OF ONE NEW VEHICLE AND EMERGENCY EQUIPMENT FOR THE EMERGENCY MANAGER DEPARTMENT (vehicles) - MOTOR POOL / GENERAL GOVERNMENT / FINANCE / BOARD

WHEREAS, the Livingston County Motor Pool Department is requesting the purchase of one (1) new vehicle for the Emergency Manager Department and will be ordered once the purchase is approved by the Livingston County Board of Commissioners, but the Livingston County Motor Pool Department is not to take delivery of the new vehicle until the 2016 budget year; and

WHEREAS, the recommended vehicle is a MY 2016 Ford AWD Explorer including emergency equipment; and

WHEREAS, the Ford Explorer will be purchased from the Macomb County Contract from Signature Ford of Owosso, MI at a cost not to exceed \$26,410 and the emergency equipment will be installed by Great Lakes Emergency Products, LLC of Linden, MI at a cost not to exceed \$5,250 for a total cost not to exceed \$31,660; and

WHEREAS, the vehicle is being requested to be ordered now so that delivery can be taken as soon as possible after the beginning of the 2016 year and to be put into service with as little interruption in the Emergency Manager's position with the retiring of the current Emergency Manager at the end of 2015; and

WHEREAS, the Motor Pool department will purchase the new vehicle and Emergency Equipment and the Emergency Manager Department will reimburse the Car Pool department for the total cost; and

WHEREAS, the new vehicle and Emergency Equipment will be charged back to the Emergency Manager Department by way of the vehicle monthly lease program that is budgeted in the Emergency Manager's Department budget for CY 2016; and

WHEREAS, the cost of the vehicle and Emergency Equipment is included in both the Motor Pool Department and the Emergency Manager's Department Budgets for CY 2016.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes the issuance of a purchase order for the purchase of one (1) new MY 2016 Ford Explorer AWD from Signature Ford of Owosso, MI and the Emergency Equipment including installation from Great Lake Emergency Products, LLC for a total cost not to exceed Thirty-One Thousand Six Hundred and Sixty Dollars (\$31,660).

BE IT FURTHER RESOLVED that the Emergency Manager Department reimburse the Motor Pool Department for the total cost of the Vehicle and Emergency Equipment and then be leased back to the Emergency Manager Department per the vehicle lease program.

BE IT FINALLY RESOLVED that the Livingston County Motor Pool is not to take delivery of the new vehicle until after the beginning of CY 2016.

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MOVED:
SECONDED:
CARRIED:



Memorandum

To: Livingston County Board of Commissioners
From: Doug Britz, Transportation Director
Date: 11/3/2015
**Re: RESOLUTION AUTHORIZING CAPITAL EXPENDITURE AND
ISSUANCE OF PURCHASE ORDER FOR THE PURCHASE OF ONE
NEW VEHICLE AND EMERGENCY EQUIPMENT FOR THE
EMERGENCY MANAGER DEPARTMENT (vehicles) - Motor Pool/General
Government**

Attached for your consideration and approval is a resolution authorizing the issuance of a purchase order and purchase of one (1) MY 2016 Ford Explorer AWD and Emergency Equipment for the Emergency Manager Department for a total cost not to exceed \$31,660.

The new vehicle is for the new Emergency Manager and the purchase of the fully equipped vehicle is included in both the Motor Pool and Emergency Manager Department Budgets for CY 2016. The request to order the vehicle now is to take delivery as soon after the beginning of the year as possible to limit service interruption in the transition from the retiring Emergency Manager at the end of CY 2015 to the new Emergency Manager beginning in CY 2016. Because the monies are budgeted in CY 2016, the Motor Pool will not take delivery of the new vehicle until after the first of the 2016 year.

The MY 2016 Ford Explorer AWD will be purchased from the Macomb County Contract from Signature Ford of Owosso, MI at a cost not to exceed \$26,410 and the Emergency Equipment will be purchased and installed by Great Lakes Products, LLC of Linden, MI at a cost not to exceed \$5,250.

The Motor Pool department will be purchasing the new vehicle and Emergency Equipment and Charge the Emergency Manager's Budget for the full amount of the cost of the fully equipped vehicle and then begin charging monthly lease costs for the fully equipped vehicle per the Motor Pool lease program.

Please contact me directly at 517-540-7847 should you have any questions.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY TO CONDUCT ENVIRONMENTAL HEALTH SERVICES – PUBLIC HEALTH / GENERAL GOVERNMENT AND HEALTH & HUMAN SERVICES / FINANCE / BOARD

WHEREAS, the Michigan Department of Environmental Quality (MDEQ) and the Livingston County Department of Public Health (LCDPH) desire to enter into an agreement to conduct environmental health related services; and

WHEREAS, LCDPH has entered into similar agreements in previous years with MDEQ; and

WHEREAS, the terms of the agreement shall be in effect October 1, 2015 through September 30, 2016 and partial reimbursement to the LCDPH will be made by the MDEQ for covered services.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement between MDEQ and LCDPH for the period of October 1, 2015 through September 30, 2016 for services related to:

Non-community Public Water Supply.....	\$ 86,676
Operator Certification.....	\$ 5,010
Capacity Development	\$ 2,700
Source Water Assessment.....	\$ 4,600
Revised Total Coliform Rule.....	\$ 6,020
Long-Term Monitoring.....	\$ 10,300
Public Swimming Pools.....	\$ 2,200
Septage	\$ 1,500
Medical Waste.....	\$ 5,000
Campgrounds	\$ 250
Total.....	\$124,256

BE IT FURTHER RESOLVED that the Chair of the Board of Commissioners be authorized to sign the above-referenced agreement upon review and approval by civil counsel.

BE IT FURTHER RESOLVED that the reimbursement for said agreement will be placed in Account 221.

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**MOVED:
SECONDED:
CARRIED:**



**LOCAL HEALTH DEPARTMENT GRANT AGREEMENT
BETWEEN
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
AND LIVINGSTON COUNTY DEPARTMENT OF PUBLIC HEALTH**

This Grant Agreement ("Agreement") is made between the Michigan Department of Environmental Quality, (MDEQ), Office of Drinking Water and Municipal Assistance (ODWMA) ("State"), and Livingston County Department of Public Health ("Grantee").

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Michigan Safe Drinking Water Act, 1976, PA 399, as amended; Natural Resources and Environmental Protection Act, 1994, PA 451, as amended, Parts 117 and 201; Public Health Act, 1978, PA 368, as amended; and Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq. Legislative appropriation of Funds for grant assistance is set forth in Public Act 84 of 2015. This Agreement is subject to the terms and conditions specified herein.

Project Name: Local Health Department Grant
Amount of Grant State: \$ 105,926.00
Start Date (date executed by DEQ): October 1, 2015

Amount of grant: \$ 124,256.00
Amount of Grant Federal: \$ 18,330.00
End Date: September 30, 2016

GRANTEE CONTACT:

Dianne McCormick, Health Officer
Name/Title
Livingston Co. Department of Public Health
Organization
2300 E Grand River Ave, Ste 102
Address
Howell, Michigan 48843-7578
Address
(517) 546-9858
Telephone number
(517) 546-9853
Telephone number
Fax number
dmccormick@livgov.com
E-mail address
38-6005819
Federal ID number
044797926
Grantee DUNS number

STATE'S CONTACT:

Christina Campbell, Grant Coordinator
Name/Title
Office of Drinking Water and Municipal Assistance
Division/Bureau/Office
P.O. Box 30241
Address
Lansing, Michigan 48909-7741
Address
(517) 284-6501
Telephone number
(517) 373-4797
Telephone number
Fax number
campbellc@michigan.gov
E-mail address

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

FOR THE GRANTEE:

Signature

Name/Title

Date

FOR THE STATE:

Signature
Jim Sygo, Interim Chief, Office of Drinking Water and Municipal Assistance
Name/Title

Date

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page one. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page one. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in the Program Specific Requirements – Appendix A and in the Program Descriptions' of this Agreement.

(A) The Grantee must complete and submit quarterly financial and/or progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 10*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the program contact listed in the program description.

(B) The Grantee shall provide a final project report in a format prescribed by the State.

(C) The Grantee must provide all products and deliverables in accordance with Appendix A.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement.

Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with OMB Circular A-21, A-87, or A-122, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action."

The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement.

If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Appendix A, and only for expenses incurred. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the Contract & Payment Express Web Site (<http://www.cpexpress.state.mi.us>).

XIX CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Grantee, or upon mutual agreement by the State and Grantee. The State may honor requests for just and equitable compensation to the Grantee for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State and the State will no longer be liable to pay the Grantee for any further charges to the grant.

XXI TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page one or the rules promulgated thereunder, or other applicable law or rules.
 - b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
 - c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
 - d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
 - e. During the 30 day written notice period, the State shall withhold payment for any findings under subparagraphs a through d, above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).
- (2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:
- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
 - b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
 - c. Convicted under State or federal antitrust statutes; or
 - d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
 - e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

PROGRAM SPECIFIC SECTION

XXIII. FEDERAL FUNDING REQUIREMENTS

A maximum of \$ 18,330.00 or 15% of total disbursements is funded with Federal Funding. See Program Funding Section XXXII for funding by individual program. By accepting this Agreement, the Grantee agrees to comply with the requirements of the Statutory Authority and the requirements found in the Regulatory Authority found in the Program Funding Section XXXII. These regulations include, but are not limited to the following:

(A) The Grantee agrees to fulfill conditions that the Federal Government has imposed on the State as a condition of Federal funding as indicated herein and in all appendices.

(B) The Grantee will comply with the **Hatch Political Activity Act**, as amended, 5 USC §§ 1501-1508, and the Intergovernmental Personnel Act of 1970 as amended by Title (6) of the Civil Service Reform Act, 42 USC § 4728, which states that employees working in programs financed with federal grants may not be a candidate for elective public office in a partisan election, use official authority or influence to affect the result of an election, or influence a state or local officer to provide financial support for a political purpose.

(C) **Payment to Consultants.** EPA participation in the salary rate (excluding overhead) paid to individual consultants by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. As of January 1, 2015, the limit is \$610.40 per day and \$76.40 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subrecipients with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200, are not affected by this limitation unless the terms of the Agreement provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the Agreement at an hourly or daily rate of compensation. See 2 CFR 1500.9.

(D) **Subawards.**

The grantee agrees to:

- (1) Establish all subaward agreements in writing;
- (2) Ensure that any subawards comply with the standards in 2 CFR 200 Subpart D and are not used to acquire commercial goods or services for the recipient;
- (3) Ensure that any subawards are awarded to eligible subrecipients and that proposed subaward costs are necessary, reasonable, and allocable;
- (4) Ensure that any subawards to 501(c)(4) organizations do not involve lobbying activities;
- (5) Monitor the performance of their recipients and ensure that they comply with all applicable regulations, statutes, and terms and conditions which flow down in the subaward;
- (6) Obtain DEQ's consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country; and
- (7) Obtain approval from DEQ for any new subaward work that is not outlined in the approved work plan.

- (8) Be responsible for selecting its subrecipients and, if applicable, for conducting subaward competitions.

(E) **Single Audit.** Grantees receiving \$750,000 or more in federal funds in their fiscal year shall have a single audit performed in compliance with 2 CFR 200.501(a). This audit must be performed and copies provided to the appropriate agencies within nine months from the end of the grantee's fiscal year or 30 days after receiving the report from the auditors. The Grantee must submit a copy of the Audit Report to the Michigan Department of Environmental Quality at the following address:

Michigan Department of Environmental Quality
Administration Division
Constitution Hall, 6th floor
525 West Allegan
Lansing, MI 48909

Or the grantee may also submit the single audit report electronically to the Michigan Department of Treasury website (http://www.michigan.gov/treasury/0,1607,7-121-1751_31038---,00.html).

It is the responsibility of the Grantee to report the expenditures related to this grant on the Grantee's annual Schedule of Expenditures of Federal Awards.

(F) **Copyrighted Material.** In accordance with 2 CFR 200.315, the EPA has the right to reproduce, publish, use, and authorize others to reproduce, publish, and use copyrighted works or other data developed under this assistance agreement for Federal purposes.

Examples of a federal purpose include but are not limited to. : (1) Use by the EPA and other Federal employees for official Government purposes; (2) Use by Federal contractors performing specific tasks for the Government; (3) Publication in EPA documents provided the document do not disclose trade secrets (e.g. software codes) and the work is properly attributed to the recipient through citation or otherwise; (4) Reproduction of documents for inclusion in Federal depositories; (5) Use by State, tribal and local governments that carry out delegated Federal environmental programs as "co-regulators" or act as official partners with the EPA to carry out a national environmental program within their jurisdiction; and (6) Limited use by other grantees to carry out Federal grants provided the use is consistent with the terms of the EPA's authorization to the grantee to use the copyrighted works or other data.

Under Item 6, the grantee acknowledges that EPA may authorize another grantee(s) to use the copyrighted works or other data developed under this grant as a result of:

- a. The selection of another grantee by EPA to perform a project that will involve the use of the copyrighted works or other data or;
- b. Termination or expiration of this agreement.

In addition, EPA may authorize another grantee to use copyrighted works or other data developed with Agency funds provided under this grant to perform another grant when such use promotes efficient and effective use of Federal grant funds.

(G) **Electronic and Information Technology Accessibility.** Grantees developing electronic and information technology products, which includes but is not limited to information kiosks and World Wide Websites, must meet accommodation standards in Section 508 of the Rehabilitation Act, 36 CFR Part 1194, unless such causes undue hardship to the entity involved.

(H) **Drug-Free Workplace.** The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536 Subpart B.

Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provision set forth in Title 2 CFR Part 1536 Subpart C.

The consequences for violating this condition are detailed under Title 2 CFR 1536 Subpart E, which recipients can access at <http://ecfr.gpoaccess.gov>

(I) **Hotel-Motel Fire Safety.** Pursuant to 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance.

(J) **Recycled Paper.** When directed to provide paper documents, the recipient agrees to use recycled paper and double sided printing for all reports which are prepared as a part of this agreement and delivered to the USEPA. This requirement does not apply to reports prepared on forms supplied by the EPA.

(K) **Recycled Products.** Consistent with goals of Section 6002 of RCRA (42 U.S.C. 6962), State and local institutions of higher education, hospitals and non-profit organization recipients agree to give preference in procurement programs to the purchase of specific products containing recycled materials as identified in 40 CFR Part 247.

Consistent with section 6002 of RCRA (42 U.S.C. 6962) and 2 CFR 200.322, State agencies or agencies of a political subdivision of a State and its contractors are required to purchase certain items made from recycled materials, as identified in 40 CFR Part 247, when the purchase price exceeds \$10,000 during the course of a fiscal year or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. Pursuant to 40 CFR 247.2 (d), the recipient may decide not to procure such items if they are not reasonably available in a reasonable period of time; fail to meet reasonable performance standards; or are only available at an unreasonable price.

(L) **Trafficking.** Grantees, contractors, and subcontractors may not engage in severe forms of trafficking in persons, procure a commercial sex act, or use forced labor in the performance of the grant or subcontracts.

XXIV. QUALITY ASSURANCE/QUALITY CONTROL

A project-specific Quality Assurance Project Plan (QAPP) must be submitted to the State in accordance with guidance provided by the DEQ project administrator. Monitoring conducted prior to final DEQ approval of the QAPP will not be reimbursed.

XXV PROGRAM FUNDING

Program A - Noncommunity (Type II) Public Drinking Water Supply:

1. Standard/Operator Assistance - Amount \$ 91,686.00; Funding Source: State Restricted for Standard; Amount \$ 86,676.00; Federal Funding for Operator Assistance; Amount \$ 5,010.00. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-14 and the grant is funded with Federal funds from the EPA awarded in 2015. By accepting this Agreement, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.
2. Capacity Development – Amount \$ 2,700.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-13 and the grant is funded with Federal funds from the EPA awarded in 2014. By accepting this Agreement, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.& 35, subpart L.
3. Source Water Assessment – Amount \$ 4,600.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-14 and the grant is funded with Federal funds from the EPA awarded in 2015. By accepting this contract, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.& 35, subpart L.
4. Revised Total Coliform Rule - Amount \$ 6,020.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "State Drinking Water Revolving Loan Fund Program", and the CFDA number is 66.468. The Federal Grant Number is FS975487-15 and the grant is funded with Federal funds from the EPA awarded in 2016. By accepting this contract, the grantee agrees to comply with the requirements of the Safe Drinking Water Act, Sec. 1419(d) Amended 1996, PL 104-182 and the requirements found in the regulatory authority 40 CFR PART 31.& 35, subpart L.

Program B - Drinking Water Long-Term Monitoring:

Amount \$ 10,300.00; Funding Source: State Restricted

Program C - Great Lakes Beach Monitoring:

Amount \$ 0.00; Funding Source: Federal Funding. The Catalog of Federal Domestic Assistance (CFDA) title is "Beach Monitoring and Notification Program Grant", and the CFDA number is 66.472. The Federal Grant Number is CU00E99306 and the grant is funded with Federal Funds from the EPA awarded in 2016. By accepting this Agreement, the grantee agrees to comply with the requirements of the Beaches Environmental Assessment and Coastal Health Act of 2000, PL 106-284 and the requirements found in the regulatory authority 40 CFR PART 31.

Program D - Public Swimming Pools:

Amount \$ 2,200.00; Funding Source: State Restricted

Program E - Septage Waste:

Amount \$ 1,500.00; Funding Source: State Restricted

Program H - Campgrounds:

Amount \$ 250.00; Funding Source: State Restricted

Program I - Medical Waste:

Amount \$ 5,000.00; Funding Source: State Restricted

PROJECT-SPECIFIC REQUIREMENTS – APPENDIX A

Title to equipment or other nonexpendable personal property supported in whole or in part by the State with categorical funding and having a unit acquisition cost of less than \$5,000 shall vest with the Grantee upon acquisition. The State reserves the right to retain or transfer the title to all items of equipment and nonexpendable personal property having a unit acquisition cost of \$5,000 or more to the extent that it is determined that the State's proportionate interest in such equipment and personal property supports such retention or transfer of title.

The Grantee, if a Local Health Department, shall comply with the local public health accreditation standards and follow the accreditation process and schedule established by the Michigan Department of Health and Human Services (MDHHS) to achieve full accreditation status. A Grantee designated as "not accredited" may have their State allocations reduced for costs incurred in the assurance of service delivery.

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY								
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE								
LOCAL HEALTH DEPARTMENT GRANT CONTRACTS FUNDING BY PROGRAM								
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016								
Local Health Department	Program A	Program B	Program C	Program D	Program E	Program H	Program I	Total Contract
	NonCommunity Water	Drinking Water Monitoring	Beach Monitoring	Swimming Pools	Septage	Campground	Medical Waste	
Allegan County LHD	\$50,751	\$5,500	\$5,000	\$2,900	\$2,300	\$750	\$5,000	\$72,201
Barry-Eaton Distric LHD	\$51,653	\$3,500	\$0	\$2,400	\$1,800	\$800	\$5,000	\$65,153
Bay County LHD	\$2,273	\$0	\$5,000	\$1,600	\$1,200	\$200	\$0	\$10,273
Benzie-Leelanau District LHD	\$43,523	\$500	\$0	\$1,500	\$4,000	\$750	\$0	\$50,273
Berrien County LHD	\$27,892	\$5,000	\$8,135	\$5,100	\$2,300	\$450	\$0	\$48,877
Branch-Hillsdale-St Joseph District LHD	\$50,755	\$1,400	\$0	\$1,300	\$3,000	\$1,550	\$5,000	\$63,005
Calhoun County LHD	\$35,345	\$2,600	\$0	\$2,500	\$0	\$325	\$0	\$40,770
Central Michigan District LHD	\$120,271	\$4,500	\$7,688	\$3,100	\$7,500	\$2,400	\$0	\$145,459
Chippewa County LHD	\$21,797	\$0	\$6,344	\$800	\$2,800	\$650	\$0	\$32,391
Delta-Menominee District LHD	\$20,159	\$0	\$5,000	\$700	\$4,000	\$575	\$0	\$30,434
City of Detroit - Dept. of Health & Wellness	\$0	\$0	\$2,500	\$2,200	\$0	\$0	\$0	\$4,700
Dickinson-Iron District LHD	\$9,654	\$50	\$0	\$800	\$800	\$600	\$0	\$11,904
District Health Department No. 2	\$58,428	\$2,500	\$9,031	\$1,200	\$4,200	\$1,475	\$0	\$76,834
District Health Department No. 4	\$55,684	\$2,200	\$7,688	\$3,200	\$8,000	\$1,500	\$0	\$78,272
District Health Department No. 10	\$174,791	\$4,200	\$9,703	\$5,500	\$11,000	\$6,150	\$5,000	\$216,344
Genesee County LHD	\$86,940	\$600	\$0	\$5,200	\$0	\$225	\$0	\$92,965
Grand Traverse County LHD	\$30,432	\$900	\$0	\$3,100	\$750	\$525	\$0	\$35,707
City of Holland - Dept. of Environmental Health	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Huron County LHD	\$18,413	\$600	\$7,912	\$800	\$3,400	\$700	\$0	\$31,825
Ingham County LHD	\$23,066	\$700	\$0	\$5,600	\$0	\$250	\$0	\$29,616
Ionia County LHD	\$24,181	\$500	\$0	\$500	\$500	\$250	\$5,000	\$30,931
Jackson County LHD	\$46,457	\$800	\$0	\$2,000	\$900	\$775	\$0	\$50,932
County of Kalamazoo - Human Svcs Dept.	\$37,138	\$3,700	\$0	\$5,900	\$0	\$225	\$0	\$46,963
Kent County LHD	\$69,970	\$1,900	\$0	\$11,000	\$0	\$500	\$0	\$83,370
Lapeer County LHD	\$47,346	\$0	\$0	\$900	\$0	\$500	\$0	\$48,746
Lenawee County LHD	\$33,868	\$500	\$0	\$900	\$2,300	\$450	\$0	\$38,018
Livingston County LHD	\$105,006	\$10,300	\$0	\$2,200	\$1,500	\$250	\$5,000	\$124,256
Luce-Mackinac-Alger-Schoolcraft District	\$48,580	\$100	\$5,000	\$2,600	\$2,600	\$1,775	\$0	\$60,655
Macomb County LHD	\$22,004	\$600	\$5,000	\$11,000	\$900	\$100	\$0	\$39,604
Marquette County LHD	\$12,776	\$50	\$0	\$1,400	\$1,100	\$450	\$0	\$15,776
Marquette, City of	\$0	\$0	\$5,000	\$0	\$0	\$0	\$0	\$5,000
Mid-Michigan District LHD	\$64,060	\$2,000	\$0	\$1,900	\$5,000	\$800	\$5,000	\$78,760
Midland County LHD	\$7,514	\$800	\$0	\$1,600	\$1,300	\$200	\$0	\$11,414
Monroe County LHD	\$19,658	\$200	\$5,000	\$2,500	\$1,950	\$450	\$0	\$29,758
Muskegon County LHD	\$36,258	\$2,800	\$7,912	\$3,000	\$1,500	\$575	\$5,000	\$57,045
Northwest Michigan Community	\$92,740	\$4,400	\$11,943	\$6,500	\$13,000	\$1,300	\$0	\$129,883
Oakland County LHD	\$165,557	\$24,500	\$0	\$28,500	\$3,200	\$525	\$25,000	\$247,282
Ottawa County LHD	\$42,116	\$900	\$7,016	\$5,300	\$1,600	\$525	\$0	\$57,457
Saginaw County LHD	\$8,477	\$500	\$0	\$3,500	\$1,750	\$200	\$0	\$14,427
Saint Clair County LHD	\$16,257	\$0	\$8,359	\$2,200	\$1,200	\$350	\$0	\$28,366
Sanilac County LHD	\$14,799	\$1,300	\$5,000	\$300	\$0	\$300	\$0	\$21,699
Shiawassee County LHD	\$32,075	\$4,200	\$0	\$600	\$1,400	\$200	\$0	\$38,475
Tuscola County LHD	\$17,348	\$200	\$0	\$300	\$200	\$225	\$0	\$18,273
University of Michigan	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Van Buren-Cass District LHD	\$48,310	\$0	\$5,000	\$2,700	\$4,700	\$1,550	\$0	\$62,260
Washtenaw County LHD	\$53,040	\$7,000	\$0	\$9,500	\$900	\$275	\$0	\$70,715
Watershed Ctr - Grand Traverse Bay	\$0	\$0	\$7,912	\$0	\$0	\$0	\$0	\$7,912
Wayne County LHD	\$2,553	\$0	\$2,500	\$17,500	\$1,350	\$150	\$0	\$24,053
Wayne State University	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Western UP District	\$23,579	\$150	\$7,464	\$1,300	\$2,000	\$925	\$0	\$35,418
	\$1,973,494	\$102,150	\$157,107	\$175,100	\$107,900	\$33,700	\$65,000	
FY16 Total								\$2,614,451

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
NONCOMMUNITY (TYPE II) PUBLIC DRINKING WATER SUPPLY PROGRAM
PROGRAM A
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

A. Statement of Purpose

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of complete noncommunity water supply program services required under the Safe Drinking Water Act, 1976 PA 399, as amended, and the Administrative Rules, hereinafter referred to as "Act 399."

B. Program Budget and Agreement Amount

The Grantee will be paid on a quarterly basis for work in the noncommunity drinking water program. The agreement amount maximum is provided in the Program A Allocation Schedule. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

C. Requirements - Grantee

The Grantee shall perform the following services, including but not limited to:

1. Conduct sanitary surveys, issue water well permits, and have inspections for compliance or enforcement purposes performed by qualified individuals classified as sanitarians or equivalent.
2. Assign one individual to be responsible for operational training and reporting aspects of this agreement and to coordinate communication with the assigned State staff.
3. Maintain a current inventory of all noncommunity public water supplies within its jurisdiction using the WaterTrack (WT) data system.
4. Provide program oversight for required water quality monitoring and reporting at noncommunity public water supplies in accordance with Act 399. The water supply owner shall be advised of the applicable monitoring requirements at the time of completion of a sanitary survey or final approval of a water well permit or the effective date of the requirement. Notices of violation of required monitoring, maximum contaminant level (MCL) violations, or the occurrence of unregulated compounds shall be provided to the owner and the State in a timely manner. Notices of violation shall include the contaminant, public health effects information, specific precautionary measures, and public notice requirements where applicable, as required in Act 399.
5. Insure that repeat samples are collected promptly where initial sample results indicate a potential violation of state drinking water standards or where the sample analyses are unreliable due to overgrowth, excessive transit time, or where the presence of organic chemical contamination is indicated.
6. Complete sanitary surveys on a minimum of 20 percent of the number of noncommunity public water supplies on the contract inventory so that each supply is surveyed every 5 years.

7. Conduct sanitary survey inspections by performing an on-site evaluation of noncommunity public water supplies at regular intervals in accordance with procedures established by the State. An accurate and complete sanitary survey form, water well record where available, and transmittal letter to the owner regarding compliance status and monitoring requirements shall be considered a completed sanitary survey as required in Act 399.
8. Provide a notification to the owners of a noncommunity public water supply found to be in noncompliance that includes the deficient items, outlines corrective action, establishes a specific time schedule for making corrections, and establishes an appropriate monitoring schedule, interim precautionary measures, or public notice requirements, where applicable.
9. Conduct a reinspection within 10 days of the expiration date of the compliance schedule to ensure that all violations have been corrected and provide documentation of the results of the reinspection to the owner. If compliance has not been achieved, initiate enforcement in accordance with procedures established by the State.
10. Consult with the State in situations where the noncommunity public water supply provides treatment for public health purposes, utilizes a surface water source, or is found to be providing water that exceeds a MCL or contains unregulated organic compounds. Assist treatment operators, review operation reports, and conduct surveillance visits as required.
11. Take prompt action to protect the public health and pursue compliance with applicable construction, public notice, and water quality standards when an inspection establishes that sewage, surface water, chemicals, or other serious contamination can gain entrance into the noncommunity public water supply or there is a confirmed MCL violation.
12. Review permit applications and issue permits prior to the construction of any new or altered noncommunity water well as required in Act 399 and in accordance with procedures established by the State. Noncommunity well permits shall be issued on forms provided by the State.
13. Complete a review of the Capacity Development Application to determine if each new nontransient noncommunity water system (NTNCWS) demonstrates adequate technical, managerial, and financial capacity in accordance with procedures established by the State prior to authorizing construction of the water system. Withhold the construction permit if the owner does not demonstrate adequate capacity in accordance with procedures established by the State.
14. Perform at least one postconstruction inspection of all new noncommunity water wells for which a permit has been issued. Final inspection and authorization for use of the noncommunity public water supply by the public shall be accomplished in accordance with Act 399 and procedures established by the State.
15. Provide the well owner with notification of the results of the final inspection report and status of compliance and establish the appropriate future monitoring schedule as required in Act 399.
16. Obtain requests for deviations from suppliers of water where necessary and evaluate and approve or deny deviations prior to the construction in accordance with procedures established by the State and as required in Act 399.

17. Provide technical assistance to noncommunity owners and certified operators for noncommunity systems and program oversight for noncommunity owners to maintain compliance with operator certification requirements where applicable.
18. Local entities interested in providing continuing education for certified operators shall:
 - a. Obtain initial prior approval from the State.
 - b. Use the State prepared training modules.
 - c. Distribute and collect evaluation forms from the operators at each session.
 - d. Submit the evaluation forms and participant rosters to the State after each training session is completed.
19. Maintain appropriate noncommunity program records, including sanitary surveys, water well permits, records of water sampling, and correspondence as required in Act 399. Maintain individual noncommunity public water supply files indexed according to water supply serial number for each inventoried noncommunity water supply.
20. Maintain records for reporting water quality monitoring violations, sanitary survey inspections and compliance status, issuance of water well permits, MCL violations, and issuance of public notices. Requests for payment shall be submitted upon completion of violation determinations and required WT data entry no later than 15 days following the end of the quarter.
21. Notify noncommunity public water supply owners regarding monitoring requirements that includes language clearly stating that they may use any certified drinking water laboratory, including the DEQ laboratory, for compliance monitoring.
22. Local entities interested in performing Source Water Assessment (SWA) of NTNCWSs shall:
 - a. Participate in a SWA training event hosted by the DEQ.
 - b. Utilize the State prepared form and assessment tools.
 - c. Perform an on-site visit and complete the assessment worksheet with the NTNCWS.
 - d. Submit the completed assessment documents to the State after each assessment is completed, and no later than 15 days of the end of each quarter.
 - e. Transmit the SWA report to the NTNCWS owner after the DEQ determines system susceptibility.
23. Provide outreach to noncommunity owners, operators, and interested individuals regarding the Revised Total Coliform Rule (RTCR). Examples of outreach may include: formal training sessions, brochure printing, mailings to supplies, one-on-one consultation, phone call reminders, updating sample siting plans and monitoring schedules, or other activities approved by the State. Submit report outlining outreach activity(ies) no later than 15 days following the end of the third quarter. This funding source for RTCR-specific outreach is expected to be available for fiscal year (FY) 2016 only.

D. Requirements - State

The State shall perform the following services including, but not limited to:

1. Provide noncommunity public water supply data and WT data system information upon request of the Grantee.
2. Provide designated local entities with slide presentations and master copies of materials to be used if they choose to present certified operator continuing education. Provide “train the trainer” workshops and ongoing assistance as needed. Notify operators of the local entities that are continuing education providers. Provide local entities with operator lists upon request. Provide additional training opportunities if needed to insure statewide coverage.
3. Provide training and guidance to the Grantee in the form of procedural manuals, rules, policies, handouts, training meetings, joint inspections, and consultations.
4. Provide necessary forms or a data management program for sanitary survey reports, water well permits, capacity development, water quality monitoring, reporting of violations, and maintaining survey frequencies.
5. Provide program consultation and direct staff assistance where necessary in pursuing compliance with applicable construction, monitoring, treatment, public notice, and water quality standards.
6. Provide administrative oversight of the Grantee’s noncommunity program to determine whether the work performed is satisfactory according to the terms and conditions of the agreement.
7. Assess the status of the Grantee’s noncommunity water supply program relative to meeting the agreement requirements and overall program goals, and provide a report outlining the assessment with an opportunity for Grantee input.
8. Provide for the analyses of water samples at the DEQ Laboratory. Payment of laboratory fees for the analyses of water samples required through the provisions of this agreement will be the responsibility of the water supply owner.
9. Provide a listing of all laboratories certified to perform drinking water analyses in Michigan.
10. Provide designated local entities materials to be used if they choose to perform SWAs at NTNCWS. Provide training to local entities and ongoing assistance as needed. Complete the SWA by performing final data entry and determining system susceptibility. Return completed assessment to local entity.
11. Provide local entities with slide presentations and master copies of materials that could be used for RTCR outreach education.
12. State contact for noncommunity water supply certified operator continuing education is Holly Gohlke, Environmental Quality Specialist. She may be contacted by telephone at 989-705-3422; by e-mail at gohlkeh@michigan.gov; or by mail at DEQ-ODWMA, Environmental Health Section, 2100 West M-32, Gaylord, Michigan 49735-9282. Completed evaluation forms and participant rosters shall be e-mailed to DEQ-EH@michigan.gov.

13. State contact for Source Water Assessments is Jason Berndt, Environmental Quality Analyst. He may be contacted by telephone at 989-705-3420; by e-mail at berndtj1@michigan.gov; or by mail at DEQ-ODWMA, Environmental Health Section, 2100 West M-32, Gaylord, Michigan 49735-9282.
14. State contact for RTCR outreach is Kathleen Gardner, Environmental Quality Analyst. She may be contacted by telephone at 517-284-6523; by e-mail at gardnerk3@michigan.gov; or by mail at DEQ-ODWMA, Environmental Health Section, P.O. Box 30241, Lansing, Michigan 48909-7741.
15. State contact for Program A is Dana DeBruyn, Noncommunity and Private Drinking Water Supplies Unit Chief. She may be contacted by telephone at 517-930-6463; by e-mail at debruynd@michigan.gov; or by mail at DEQ-ODWMA, Environmental Health Section, P.O. Box 30241, Lansing, Michigan 48909-7741.

E. Performance/Progress Report Requirements

At the end of each quarter, the Grantor is responsible for quarterly reporting. This includes completion of violation determinations, documentation of enforcement and follow-up actions on violations, sanitary survey updates, and other required WaterTrack data entry. Deadline is no later than 15 days following the end of the quarter. After WaterTrack data entry is reviewed by the State, a payment request will be processed. *See F. Reimbursement Schedule.*

F. Reimbursement Schedule

Program Activity	Allocation Basis	Payment Request
Standard (STANDARD AMT)	Inventory based on active transient and nontransient noncommunity water supplies (TNCWS & NTNCWS) in WaterTrack (WT).	E-mail request for payment to address below.* Payment subject to DEQ performance review verification.
Treatment Operator Assistance (OPER ASST)	Inventory based on active TNCWS & NTNCWS required to submit monthly operation reports.	Request for payment is included with Standard Activity request.* Additional requests are not required, as this is reviewed on an annual basis as part of the Minimum Program Requirement Annual Review.
Capacity Development (CAP DEV MAX)	Service based on \$150 per completed assessment for new NTNCWS.	E-mail request for payment and submit WT report of completed capacity assessments to address below.*
Revised Total Coliform Rule Outreach (RTCR)	Based on active TNCWS & NTNCWS in WT divided by the total amount available in the FY 16 EPA set-aside. This allocation is for FY 16 only. The entire amount will be granted at the end of the first quarter.	Request for payment is included with the Standard Activity request. A report of outreach activities is required to be submitted by the end of the third quarter.

Program Activity	Allocation Basis	Payment Request
Source Water Assessments (SWA)**	Service based on \$100 per completed SWA for NTNCWS, up to 38% of the NTNCWS inventory.	E-mail the assessment worksheets as they are completed to address below.** Payment subject to DEQ performance review verification. Service is reimbursed quarterly.

*E-mail requests for payment to DEQ-WaterTrack@michigan.gov within 15 days after the end of each quarter. Treatment Operator Assistance reimbursement is inventory based and will be included with the standard amount payment allocation. Capacity Development reimbursement is prompted by the e-mail, including the NTNCWS facility that has completed Capacity Development Assessments in WT. RTCR training/outreach reimbursement is a capped amount and is inventory based, and will be allocated and the end of the first quarter.

**Source Water Assessment reimbursement is prompted by an e-mail documenting the NTNCWS facility and date the SWA was performed. A SWA at a NTNCWS shall be reimbursed only if an SWA has not been completed and reimbursed within the last five years. E-mail requests for payment to berndtj1@michigan.gov as they are completed but no later than 15 days after the end of each quarter.

The Fourth Quarter payment will be made by the State upon the Grantee's fulfillment of its responsibilities under this agreement.

G. Accountability

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records will be retained by the Grantee until an audit has been completed by the State or permission has been granted by the State to dispose of those records.

**PROGRAM A - ALLOCATION SCHEDULE
NONCOMMUNITY WATER SUPPLY
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

LOCAL ENTITY	TN	NT	STANDARD AMT	BW	D	F	OPER ASST	CONTRACT AMOUNT	QUARTER STD PAYMT	CAP DEV MAX	SWA Max	RTCR Outreach
ALLEGAN	198	38	\$ 43,618	0	5	0	\$ 1,094	\$ 44,711	\$ 11,178	\$ 900	\$ 1,400	\$ 3,739
BARRY-EATON	218	34	\$ 44,736	0	4	0	\$ 875	\$ 45,611	\$ 11,403	\$ 750	\$ 1,300	\$ 3,992
BAY	13	0	\$ 1,817	0	0	0	\$ -	\$ 1,817	\$ 454	\$ 150	\$ 100	\$ 206
BENZIE-LEELANAU	189	22	\$ 35,649	0	15	0	\$ 3,281	\$ 38,930	\$ 9,733	\$ 450	\$ 800	\$ 3,343
BERRIEN	126	16	\$ 24,325	2	1	0	\$ 417	\$ 24,742	\$ 6,185	\$ 300	\$ 600	\$ 2,250
BRANCH-HILLS-ST.JOE	191	38	\$ 42,639	0	10	0	\$ 2,188	\$ 44,827	\$ 11,207	\$ 900	\$ 1,400	\$ 3,628
CALHOUN	114	35	\$ 30,616	1	1	0	\$ 318	\$ 30,934	\$ 7,733	\$ 750	\$ 1,300	\$ 2,361
CENTRAL MICH.	535	71	\$ 104,570	0	8	0	\$ 1,750	\$ 106,320	\$ 26,580	\$ 1,650	\$ 2,700	\$ 9,601
CHIPPEWA	118	6	\$ 19,013	0	0	1	\$ 469	\$ 19,482	\$ 4,870	\$ 150	\$ 200	\$ 1,965
DELTA-MENOMINEE	78	14	\$ 16,776	0	3	1	\$ 1,125	\$ 17,901	\$ 4,475	\$ 300	\$ 500	\$ 1,458
DETROIT	0	0	\$ -	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DICKINSON-IRON	43	6	\$ 8,528	0	0	0	\$ -	\$ 8,528	\$ 2,132	\$ 150	\$ 200	\$ 776
DISTRICT #2	301	23	\$ 51,726	0	1	0	\$ 219	\$ 51,945	\$ 12,986	\$ 450	\$ 900	\$ 5,133
DISTRICT #4	278	24	\$ 48,930	0	0	1	\$ 469	\$ 49,399	\$ 12,350	\$ 600	\$ 900	\$ 4,785
DISTRICT #10	841	85	\$ 153,221	0	8	0	\$ 1,750	\$ 154,971	\$ 38,743	\$ 1,950	\$ 3,200	\$ 14,670
GENESEE	322	59	\$ 69,760	6	32	0	\$ 7,594	\$ 77,354	\$ 19,338	\$ 1,350	\$ 2,200	\$ 6,036
GRAND TRAVERSE	135	19	\$ 26,842	0	0	0	\$ -	\$ 26,842	\$ 6,710	\$ 450	\$ 700	\$ 2,440
HOLLAND	0	0	\$ -	0	0	0	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HURON	80	9	\$ 14,959	0	3	2	\$ 1,594	\$ 16,552	\$ 4,138	\$ 150	\$ 300	\$ 1,410
INGHAM	78	21	\$ 19,712	1	2	0	\$ 536	\$ 20,248	\$ 5,062	\$ 450	\$ 800	\$ 1,568
IONIA	83	22	\$ 20,830	0	2	0	\$ 438	\$ 21,268	\$ 5,317	\$ 450	\$ 800	\$ 1,663
JACKSON	184	36	\$ 40,822	0	0	0	\$ -	\$ 40,822	\$ 10,205	\$ 750	\$ 1,400	\$ 3,485
KALAMAZOO	160	23	\$ 32,014	0	4	0	\$ 875	\$ 32,889	\$ 8,222	\$ 450	\$ 900	\$ 2,899
KENT	287	50	\$ 61,093	0	2	0	\$ 438	\$ 61,530	\$ 15,383	\$ 1,200	\$ 1,900	\$ 5,339
LAPEER	236	18	\$ 40,542	1	7	0	\$ 1,630	\$ 42,172	\$ 10,543	\$ 450	\$ 700	\$ 4,024
LENAWEE	136	25	\$ 29,498	0	1	0	\$ 219	\$ 29,717	\$ 7,429	\$ 600	\$ 1,000	\$ 2,551
LIVINGSTON	260	120	\$ 86,676	2	22	0	\$ 5,010	\$ 91,686	\$ 22,922	\$ 2,700	\$ 4,600	\$ 6,020
LMAS	258	14	\$ 41,940	0	7	0	\$ 1,531	\$ 43,471	\$ 10,868	\$ 300	\$ 500	\$ 4,309
MACOMB	71	18	\$ 17,475	0	9	0	\$ 1,969	\$ 19,444	\$ 4,861	\$ 450	\$ 700	\$ 1,410
MARQUETTE	44	10	\$ 10,345	0	4	0	\$ 875	\$ 11,220	\$ 2,805	\$ 300	\$ 400	\$ 856
MIDLAND	23	7	\$ 6,151	0	2	0	\$ 438	\$ 6,589	\$ 1,647	\$ 150	\$ 300	\$ 475
MID-MICHIGAN	264	45	\$ 55,780	2	2	0	\$ 635	\$ 56,416	\$ 14,104	\$ 1,050	\$ 1,700	\$ 4,895
MONROE	81	11	\$ 15,937	0	5	1	\$ 1,563	\$ 17,500	\$ 4,375	\$ 300	\$ 400	\$ 1,458
MUSKEGON	162	22	\$ 31,874	0	1	0	\$ 219	\$ 32,093	\$ 8,023	\$ 450	\$ 800	\$ 2,915
NORTHWEST	399	61	\$ 81,364	0	2	0	\$ 438	\$ 81,801	\$ 20,450	\$ 1,350	\$ 2,300	\$ 7,288
OAKLAND	544	149	\$ 138,542	7	29	0	\$ 7,036	\$ 145,578	\$ 36,395	\$ 3,300	\$ 5,700	\$ 10,979
OTTAWA	182	27	\$ 36,767	0	2	0	\$ 438	\$ 37,205	\$ 9,301	\$ 600	\$ 1,000	\$ 3,311
SAGINAW	32	7	\$ 7,409	0	0	0	\$ -	\$ 7,409	\$ 1,852	\$ 150	\$ 300	\$ 618
SAINT CLAIR	88	4	\$ 13,980	0	0	1	\$ 469	\$ 14,449	\$ 3,612	\$ 150	\$ 200	\$ 1,458
SANILAC	64	8	\$ 12,302	0	2	1	\$ 906	\$ 13,209	\$ 3,302	\$ 150	\$ 300	\$ 1,141
SHIAWASSEE	119	25	\$ 27,121	2	4	0	\$ 1,073	\$ 28,194	\$ 7,049	\$ 600	\$ 1,000	\$ 2,281
TUSCOLA	79	10	\$ 15,238	0	0	0	\$ -	\$ 15,238	\$ 3,810	\$ 300	\$ 400	\$ 1,410
VAN BUREN /CASS	226	26	\$ 42,499	0	1	0	\$ 219	\$ 42,718	\$ 10,679	\$ 600	\$ 1,000	\$ 3,992
WASHTENAW	184	46	\$ 45,016	1	7	0	\$ 1,630	\$ 46,646	\$ 11,661	\$ 1,050	\$ 1,700	\$ 3,644
WAYNE	12	1	\$ 2,097	0	0	0	\$ -	\$ 2,097	\$ 524	\$ 150	\$ 100	\$ 206
WESTERN U.P.	123	4	\$ 18,873	0	0	5	\$ 2,344	\$ 21,217	\$ 5,304	\$ 150	\$ 200	\$ 2,012
TOTAL	8159	1309	\$ 1,689,623	25	208	13	\$ 54,068	\$ 1,743,691	\$ 435,923	\$ 30,000	\$ 49,800	\$ 150,000

Allocation Amounts

- \$ 139.80 2016 Fiscal Year Reimbursement per Unit
- \$ 98.96 BW = Number of systems under Arsenic bottled water agreement
- \$ 218.75 D = Number of systems with limited treatment classification at D level
- \$ 468.75 F = Number of systems with complete treatment classification at F level
- \$ 15.84 RTCR (Revised Total Coliform Outreach FY16 only) = (TN+NT)*RTCR Allocation
- \$ 100.00 SWA = (Source Water Assessments Maximum Allocation) = NT*38%; \$100 minimum for active local entities
- \$ 150.00 CAP DEV MAX (Capacity Development Maximum Allocation) = NT*15%; \$150 minimum for active local entities

9468 Total Active Systems in WaterTrack as of: 9/11/2015

TN = Transient Noncommunity System NT = Nontransient Noncommunity System

Standard Amount Calculation = (Transient Systems)*(3xNontransient Systems)*Fiscal Year Reimbursement per Unit

Operator Assistance Calculation = BW Allocation + D Allocation + F Allocation

Contract Amount = Standard Amount + Operator Assistance

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
DRINKING WATER LONG-TERM MONITORING PROGRAM
PROGRAM B
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

A. Statement of Purpose

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of completing work for drinking water long-term monitoring. Funding is approved under Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

B. Program Budget and Agreement Amount

The Grantee will be reimbursed at a rate of \$40 for each water well sampled per sample event and associated work. The State will also reimburse the Grantee for all reasonable costs associated with transmitting the water samples/forms to the Department of Environmental Quality (DEQ), Drinking Water Laboratory (Laboratory). The agreement amount maximum is provided in the Program B Allocation Schedule. All requests for payment must be submitted by the Grantee to the State as described in *F. Reimbursement Schedule*.

C. Requirements - Grantee

The Grantee shall perform the following services including, but not limited to:

1. Provide qualified staff for completion of all of the required activities.
2. Collect samples from the drinking water wells identified by the State on the Drinking Water Monitoring List (List). The samples must be collected within the sample collection period prescribed by the State while maintaining a minimum time period between collections. The minimum time periods between collections are as follows:

MONITORING PERIOD	MINIMUM TIME BETWEEN COLLECTIONS
Quarterly (3 months)	1 month
Triannual (4 months)	2 months
Semiannual (6 months)	3 months
Annual (1 year)	6 months
Biennial (2 years)	12 months

3. To ensure that data is available to determine funding needs for the next fiscal year (FY), the following minimum sample collections are to be collected prior to July 1, 2015:
 - All samples listed as an annual collection event.
 - At least one round of samples listed as semiannual.
 - At least one round of samples listed as triannual.
 - At least two rounds of samples listed as quarterly.

If Grantee's schedule does not allow for this minimum sample collection timetable, please contact the DEQ, Noncommunity & Private Drinking Water Supplies Unit (NPDWS) designated representative.

4. Complete the Laboratory's Request for Water Analysis forms or the analysis forms for other laboratories designated by the State.
5. Transport water samples and completed forms for submission to the Laboratory or other laboratory designated by the State. All eligible laboratory costs accrued under Program B will be the responsibility of the State. Use appropriate preservation and handling techniques for transport of sample(s).
6. All work must follow the sampling plan detailed on the List. Grantee shall follow sampling protocol provided by the Laboratory, or other United States Environmental Protection Agency certified drinking water laboratories as designated by the State. The Laboratory's protocol for collection, transport, and submission of drinking water samples can be reviewed on the Internet at http://www.michigan.gov/deq/0,4561,7-135-3307_4131_4155-10689--,00.html or contact the NPDWS designated representative for assistance in understanding the Laboratory's protocol.
7. Generate and send health advisory letters after each sampling event to the water well owner and to the water well users, if the property is being rented (if known). The letters will meet form and content criteria acceptable to the State. Advisory letters are to be sent within 6 weeks of receipt of all sample results for a specific site monitoring event. A copy of each advisory letter must be sent to the NPDWS designated representative. The name of the NPDWS designated representative appears on the List. A copy of each advisory letter and sample result must be sent to the respective DEQ, Remediation and Redevelopment Division, district office unless otherwise indicated by that district office.

D. Requirements - State

The State shall perform the following services including, but not limited to:

1. Provide the Grantee the List(s). This includes the location of drinking water wells to be monitored and the sample collection frequency for each address. These are organized by drinking water monitoring sites (Site) by Site name.
2. Provide assistance to the Grantee in drafting health advisory letters.
3. Provide instruction to the Grantee staff on sample collection protocol when requested.
4. Provide the Grantee with changes for any Site in the long-term drinking water monitoring program. Documented notification of changes, such as additions and deletions of Sites or sample locations within a Site, and changes to sample collection frequency will be made by mail, fax, or electronic mail.

5. Provide payment in accordance with the terms and conditions of this agreement based upon appropriate reports, records, and documentation maintained by the Grantee. Review of the documentation and approval of payment will be made by the NPDWS designated representative on a quarterly basis. The program contact person is Lois Elliott Graham, who may be reached at 517-284-6530; at grahaml@michigan.gov; or at DEQ – Contamination Investigation, P.O. Box 30241, Lansing, Michigan 48909-7741.
6. Provide any report forms and reporting formats required by the State at the effective date of this agreement, and with any new report forms and reporting formats proposed for issuance thereafter, at least 90 days prior to required usage, to afford the Grantee an opportunity for review and comment.
7. Assure that all terms of the agreement will be appropriately adhered to and that records and detailed documentation for the project or program identified in this agreement will be maintained for a period of not less than 10 years from the date of termination, the date of submission of the final expenditure report, or until audit findings have been resolved.

E. Performance/Progress Report Requirements

The Grantee shall adhere to the terms and conditions of this agreement as demonstrated by appropriate reports, records, and documentation maintained by the Grantee. Reports shall include a list of water wells sampled by Site name and date along with total payment requested, including postage, and copies of the advisory letters (see *C. Requirements – Grantee*, Number 6) if not previously provided.

F. Reimbursement Schedule

Reimbursement may be requested on a quarterly basis by submittal of required reports and request for payment. The final payment for the FY will be made by the State upon the grantee's fulfillment of its responsibilities under this agreement.

All requests for payment must be submitted to the NPDWS designated representative (see *D. Requirements – State*, Number 5) no later than Tuesday, October 4, 2016, to allow time for processing before the State's FY end closing.

G. Accountability

The Grantee shall maintain adequate accounting and employee activity records to reflect that all funds granted under this contract have been expended for the program activities as approved by the State. These records shall be made available upon request for audit by the State. Records will be retained by the Grantee until an audit has been completed by the State or permission has been granted by the State to dispose of the records.

**PROGRAM B - ALLOCATION SCHEDULE
DRINKING WATER LONG-TERM MONITORING PROGRAM
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

Grantee	No. of Counties	Allocation
Allegan	1	\$5,500
Barry-Eaton District	2	\$3,500
Bay	1	\$0
Benzie-Leelanau District	2	\$500
Berrien	1	\$5,000
Branch-Hillsdale-St. Joseph District	3	\$1,400
Calhoun	1	\$2,600
Central Michigan District	6	\$4,500
Chippewa	1	\$0
Delta & Menominee District	2	\$0
Detroit, City of - Dept. of Health & Wellness	1	\$0
Dickinson-Iron District	1	\$50
District #2	4	\$2,500
District #4	4	\$2,200
District #10	10	\$4,200
Genesee	1	\$600
Grand Traverse	1	\$900
Holland, City of	1	\$0
Huron	1	\$600
Ingham	1	\$700
Ionia	1	\$500
Jackson	1	\$800
Kalamazoo	1	\$3,700
Kent	1	\$1,900
Lapeer	1	\$0
Lenawee	1	\$500
Livingston	1	\$10,300
Luce-Mackinac-Alger-Schoolcraft District	4	\$100
Macomb	1	\$600
Marquette	1	\$50
Midland	1	\$800
Mid-Michigan District	3	\$2,000
Monroe	1	\$200
Public Health - Muskegon County	1	\$2,800
Northwest Michigan Community Health Agency	4	\$4,400
Oakland	1	\$24,500
Ottawa	1	\$900
Saginaw	1	\$500
Saint Clair	1	\$0
Sanilac	1	\$1,300
Shiawassee	1	\$4,200
Tuscola	1	\$200
Van Buren/Cass District	2	\$0
Washtenaw	1	\$7,000
Wayne	1	\$0
Western Upper Peninsula District	4	\$150
Totals	83 (+ 2 Cities)	\$102,150

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
PUBLIC SWIMMING POOL PROGRAM
PROGRAM D
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

A. Statement of Purpose

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of completing work within the Grantee's jurisdiction in the Public Swimming Pool Program in accordance with Section 12532 of the Public Health Code, 1978 PA 368, as amended.

B. Program Budget and Agreement Amount

The Grantee will be paid on an annual basis for work in the Public Swimming Pool Program. The agreement amount is provided in item *F. Reimbursement Schedule* and in Program D *Allocation Schedule*. All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

C. Requirements - Grantee

The Grantee will conduct an inspection of all public swimming pools under its jurisdiction during the calendar year 2016, investigate complaints, conduct meetings, and/or conferences relative to compliance issues, and complete a *Public Swimming Pool Inspection Report* (Form EQP 1735), as provided by the State, or other report form approved by the State. Only public swimming pools that have submitted a license application and paid appropriate licensing fees for the calendar year 2016 should be inspected.

The Grantee will review the list of public swimming pools from their jurisdiction provided by the State, as in item *D. Requirements – State*, make modifications and adjustments, and return the list to the address in item *E. Performance/Progress Report Requirements*, within 30 days.

Indoor pools should be inspected during the months of January, February, March, or April 2016, with the exception of public swimming pools located at schools. It is acceptable to inspect pools at schools during September or October 2016. Outdoor pools should be inspected during the operating season of May, June, July, or August 2016.

It is acceptable for the Grantee to inspect indoor pools any month of the calendar year. Pool inspections during the months of October, November and December should be avoided as much as possible. In no case should inspections be completed later than December 31, 2016.

Completed inspection reports should be forwarded to the State within 2 to 4 weeks following the inspection, but in no case later than January 9, 2017.

D. Requirements - State

By January 29, 2016, the State will provide the Grantee with a list of public swimming pools from their jurisdiction that have paid the license fees, and have been inspected for the calendar year 2015. This list is the basis for reimbursement to the Grantee and must be submitted to the State as provided under item *F. Reimbursement Schedule*. If the list needs modification, the State will provide the Grantee a 30-day period to request any adjustments.

The State will provide technical assistance and periodic oversight to the Grantee relative to public swimming pool compliance issues when requested. The program contact person is Jeremy Hoeh, who may be reached at 517-284-6528; at hoehj@michigan.gov; or at DEQ, Drinking Water and Environmental Health Section – Swimming Pools, P.O. Box 30241, Lansing, Michigan 48909-7741.

E. Performance/Progress Report Requirements

Inspection reports and lists from item *D. Requirements – State* should be sent to: DEQ, Drinking Water and Environmental Health Section – Swimming Pools, P.O. Box 30241, Lansing, Michigan 48909-7741.

F. Reimbursement Schedule

The State will reimburse the Grantee on a lump sum basis according to the license criteria listed below for those public swimming pools inspected during the year ending December 31, 2015, by the Grantee's staff or designated representative:

Initial license for a public swimming pool*	\$100
License renewal prior to December 31	\$30
License renewal after December 31	\$45
License renewal after lapse beyond April 30 without a license	\$70

*Applies only to those local jurisdictions that are certified by the Department of Environmental Quality to conduct the initial inspections.

Payments will be made for those public swimming pools that have all fees paid in full for the 2015 licensing year and an inspection report dated during the calendar year 2015 has been submitted by January 8, 2016.

G. Accountability

The State will furnish periodic status reports to each Grantee indicating the number of license applications, fees, and inspection reports received.

**PROGRAM D - ALLOCATION SCHEDULE
PUBLIC SWIMMING POOL PROGRAM
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

Grantee	No. of Counties	Allocation
Allegan	1	\$2,900
Barry-Eaton District	2	\$2,400
Bay	1	\$1,600
Benzie-Leelanau District	2	\$1,500
Berrien	1	\$5,100
Branch-Hillsdale-St. Joseph District	3	\$1,300
Calhoun	1	\$2,500
Central Michigan District	6	\$3,100
Chippewa	1	\$800
Delta & Menominee District	2	\$700
Detroit, City of - Dept. of Health & Wellness	0	\$2,200
Dickinson-Iron District	2	\$800
District #2	4	\$1,200
District #4	4	\$3,200
District #10	10	\$5,500
Genesee	1	\$5,200
Grand Traverse	1	\$3,100
Huron	1	\$800
Ingham	1	\$5,600
Ionia	1	\$500
Jackson	1	\$2,000
Kalamazoo	1	\$5,900
Kent	1	\$11,000
Lapeer	1	\$900
Lenawee	1	\$900
Livingston	1	\$2,200
Luce-Mackinac-Alger-Schoolcraft District	4	\$2,600
Macomb	1	\$11,000
Marquette	1	\$1,400
Midland	3	\$1,600
Mid-Michigan District	1	\$1,900
Monroe	1	\$2,500
Public Health - Muskegon County	1	\$3,000
Northwest Michigan Community Health Agency	4	\$6,500
Oakland	1	\$28,500
Ottawa	1	\$5,300
Saginaw	1	\$3,500
Saint Clair	1	\$2,200
Sanilac	1	\$300
Shiawassee	1	\$600
Tuscola	1	\$300
University of Michigan*	0	\$0
Van Buren/Cass District	2	\$2,700
Washtenaw	1	\$9,500
Wayne	1	\$17,500
Wayne State University*	0	\$0
Western Upper Peninsula District	5	\$1,300
Total	83 (+ 2 Cities)	\$175,100

*University of Michigan and Wayne State University inspect their pools but are no longer contracted.

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
SEPTAGE WASTE PROGRAM
PROGRAM E
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

A. Statement of Purpose

This agreement is intended to establish a payment schedule to the Local Entity for an initial septage waste land site inspection, annual land site inspection, septage waste vehicle inspection, and authorized receiving facility inspection in accordance with Section 324.11716 of part 117, Septage Waste Servicers, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

B. Program Budget and Agreement Amount

The Department of Environmental Quality (DEQ) will reimburse the Local Entity on an annual lump sum basis according to the following criteria:

Initial inspection of a septage land disposal site (per site)	\$500.00
Annual DEQ authorized "active" land disposal site inspection (per site) includes DEQ authorized septage waste storage facility inspection	\$430.00
Annual inspection of septage vehicles (per vehicle)	\$50.00
DEQ authorized receiving facility inspection	\$100.00

The payment for a new land application site and new vehicle shall satisfy the annual inspection requirement. The annual payment for land disposal sites will be made for one inspection of each site. Please note that each site may contain more than one disposal location otherwise known as a "field". The disposal site inspection and reimbursement payment includes inspection of the DEQ authorized septage waste storage facility (if applicable).

Annual payment for septage waste vehicle inspections will be based on the number of vehicles inspected – one payment only per vehicle.

C. Requirements - Grantee

1. The Local Entity shall investigate complaints and conduct meetings and/or conferences relative to compliance issues. The Local Entity will provide a timely and appropriate response to all violations in a manner described in a DEQ Septage Waste Program document entitled, "Fiscal Year 2016 Enforcement Policy".
2. The Local Entity shall conduct inspections of all DEQ licensed septage waste land disposal sites and septage waste vehicles on an annual basis in accordance with Part 117 and as established in a DEQ Septage Waste Program document entitled, "Fiscal Year 2016 Compliance Inspection Policy". The Local Entity shall use the DEQ online *Septage Haulers Directory* prior to inspection and use current inspection forms provided by the DEQ posted on the Septage Program webpage.

3. The DEQ shall notify the Local Entity to conduct inspections of new land application sites and new vehicles. The Local Entity shall conduct inspections of new land application sites and new vehicles and submit the material to the DEQ Septage Program within 2 weeks from the date of receipt of DEQ notification. The inspections are conducted to verify that the new sites, the new septage waste vehicles, and the servicing methods are in compliance with part 117. The Local Entity shall use current inspection forms provided by the DEQ posted on the Septage Program webpage. **Payment shall not be made for inspections performed and/or inspection forms submitted more than 2 weeks from the date the inspection request is sent to the Local Entity by the DEQ.**
4. The Local Entity shall conduct annual inspections of all DEQ authorized septage waste receiving facilities in their jurisdiction using current inspection forms provided by the DEQ.
5. The Local Entity shall conduct inspections of all DEQ authorized septage waste storage facilities on an annual basis. The Local Entity shall use current inspection forms provided by the DEQ posted on the Septage Program webpage.
6. The Local Entity shall submit inspection tracking reports on a quarterly basis using the form provided by the DEQ. The inspection forms shall be submitted along with the quarterly report form unless previously submitted. These and other program forms can be downloaded from the program website by clicking on *Health Department Information* located under *Downloads* on the Septage Waste Program webpage at www.michigan.gov/septage.
7. The Local Entity shall **complete all inspections no later than August 31, 2016**, and shall **submit the Request for Payment (RFP) to the Septage Waste Program no later than September 15, 2016**.
8. The Local Entity shall make the RFP in writing and include an alphabetical list of all licensed septage waste businesses and inspection dates of the inspections made within their jurisdiction using the Septage Program Quarterly Report form posted on the program webpage described below.

Inspection requirement details are outlined in the document entitled, "Fiscal Year 2016 Compliance Inspection Policy". This policy, inspection checklists, reports and forms are posted on the program website and can be downloaded by clicking on 'Health Department Information' located under 'Downloads' on the program webpage.

D. Requirements - State

The DEQ shall provide a current list of permitted land disposal sites by jurisdiction. This information is available by clicking on 'Septage Haulers Directory' located under 'Online Services' on the program web page and searching by county.

1. The DEQ shall provide up to date license application materials on the program website available under "downloads".
2. The DEQ shall perform a one time, detailed review of all new septage waste firm business, vehicle, land site and cropping plan applications to ensure administrative completeness before forwarding them to the local entity for inspection.
3. The DEQ shall provide current inspection forms on the program website. These forms can be downloaded from the program website by clicking on 'Health Department Information' located under 'Program Forms/Downloads'. The inspection forms include:

- a. Existing Land Site Inspection form (EQP 5900);
 - b. New Land Site Inspection Form (EQP 5970);
 - c. Cropping Plan Review Form;
 - d. Septage Waste Program Vehicle Inspection Form (EQP 5901);
 - e. Septage Waste Receiving Facility Inspection Form (EQP 5911);
 - f. Septage Waste Storage Facility Inspection Form (EQP 5966).
4. The DEQ shall make available quarterly inspection status report forms. These forms can be downloaded from the program website by clicking on 'Health Department Information' located under 'Program Forms/Downloads'.
 5. The DEQ will provide for the request and receipt of annual cropping plans for all existing land application sites which shall be transmitted to the Local Entity. The DEQ will make available detailed land application record review and inspection resources necessary to assist the Local Entity in their consideration of cropping plans for existing sites within their respective jurisdictions.
 6. The DEQ will provide resources, technical assistance, regional training, and program support as requested by the local entity. These resources include the Guidance Manual for the Land Application of Septage Waste which can be downloaded from the program website. It can be accessed by clicking on *Land Application Information* under *Program Forms/Downloads*.
 7. The DEQ shall provide program updates and information via the program webpage's *Septage Program FAQs* (Frequently Asked Questions) and informational mailings. The Local Entity will be copied on memos and letter issued to licensed septage waste businesses.

E. Performance/Progress Report Requirements

Quarterly reports and year end RFP submissions should be sent to: Drinking Water and Environmental Health Section, Office of Drinking Water and Municipal Assistance, P.O. Box 30241, Lansing, MI 48909-7741. The contact person is the Septage Waste Program Coordinator, Mr. Matthew Rockhold, who can be reached at 517-284-6540 (Lansing) or by e-mail at rockholdm@michigan.gov.

F. Reimbursement Schedule

Reimbursement will be based upon the remittance of standardized information in a spreadsheet format summarizing inspections performed and the remittance of the appropriate checklists referenced above (EQP 5900, EQP 5901, and EQP 5911).

The annual payment will be made by the State upon receipt of the RFP from the Local Entity and based upon the Local Entity's fulfillment of its responsibilities under this agreement. The RFP and inspection checklist copies are due by September 15. The reimbursement request shall be sent to: Administration Section, Office of Drinking Water and Municipal Assistance, DEQ, P.O. Box 30241, Lansing, MI 48909-7741.

G. Accountability

The Local Entity shall maintain adequate accounting and employee activity records to reflect that all funding granted under this contract have been expended for the Program activities, as approved by the State. These records shall be made available upon request for audit by the State.

Records will be retained by the Local Entity until an audit has been completed by the State or permission has been granted by the State to dispose of the records.

**PROGRAM E - ALLOCATION SCHEDULE
SEPTAGE WASTE PROGRAM
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

Grantee	No. of Counties	Allocation
Allegan	1	\$2,300
Barry-Eaton District	2	\$1,800
Bay	1	\$1,200
Benzie-Leelanau District	2	\$4,000
Berrien	1	\$2,300
Branch-Hillsdale-St. Joseph District	3	\$3,000
Calhoun*	1	\$0
Central Michigan District	6	\$7,500
Chippewa	1	\$2,800
Delta-Menominee District	2	\$4,000
Detroit, City of - Dept. of Health & Wellness*	0	\$0
Dickinson-Iron District	2	\$800
District #2	4	\$4,200
District #4	4	\$8,000
District #10	10	\$11,000
Genesee*	1	\$0
Grand Traverse	1	\$750
Holland, City of*	0	\$0
Huron	1	\$3,400
Ingham*	1	\$0
Ionia	1	\$500
Jackson	1	\$900
Kalamazoo*	1	\$0
Kent*	1	\$0
Lapeer*	1	\$0
Lenawee	1	\$2,300
Livingston	1	\$1,500
Luce-Mackinac-Alger-Schoolcraft District	4	\$2,600
Macomb	1	\$900
Marquette	1	\$1,100
Midland	1	\$1,300
Mid-Michigan District	3	\$5,000
Monroe	1	\$1,950
Public Health - Muskegon County	1	\$1,500
Northwest Michigan Community Health Agency	4	\$13,000
Oakland	1	\$3,200
Ottawa	1	\$1,600
Saginaw	1	\$1,750
Saint Clair	1	\$1,200
Sanilac*	1	\$0
Shiawassee	1	\$1,400
Tuscola	1	\$200
Van Buren/Cass District	2	\$4,700
Washtenaw	1	\$900
Wayne	1	\$1,350
Western Upper Peninsula District	5	\$2,000
Total	83 (+ 2 Cities)	\$107,900

*Indicates LHDs that are not under contract with the DEQ.

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF DRINKING WATER AND MUNICIPAL ASSISTANCE
CAMPGROUND PROGRAM
PROGRAM H
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

A. Statement of Purpose

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of completing work within the Grantee's jurisdiction in the annual Campground Program in accordance with Section 12510 of the Public Health Code, 1978 PA 368, as amended (Act 368).

This agreement is also intended to establish responsibilities for both the Grantee and the State for the issuance of a temporary campground license within the Grantee's jurisdiction when fees are collected by the Grantee in accordance with Section 12510 of Act 368.

B. Program Budget and Agreement Amount

The Grantee will be reimbursed on an annual basis for work in the Campground Program. The agreement amount is provided in item *F. Reimbursement Schedule* and in Program H *Allocation Schedule*. All requests for payment must be submitted by the Grantee to the State as described in item *F. Reimbursement Schedule*.

Annual payments will be made for those campgrounds that have all fees paid in full and an inspection report has been submitted.

The Grantee will reimburse the State on an annual basis for each temporary campground license fee collected during the year by the Grantee's staff or designated representative. The agreement amount is provided in item *F. Reimbursement Schedule*. The State requests for reimbursement are as described in item *F. Reimbursement Schedule*.

C. Requirements – Grantee

The Grantee will conduct an inspection of all campgrounds under its jurisdiction that have submitted a license application and paid in full the appropriate licensing fees. The Grantee will investigate complaints, conduct meetings and/or conferences relative to compliance issues, and complete a *Campground Inspection Report* (Form EQP 1715) as provided by the State, or other report form approved by the State.

All campgrounds should be inspected when they are open during the months of May, June, July, August, or September 2016. Completed inspection reports should be forwarded to the State, item *E. Performance/Progress Report Requirements*, within 2 to 4 weeks following the inspection, but in no case no later than the end date of this contract, September 30, 2016.

The Grantee will collect license fees for temporary campgrounds within its jurisdiction in accordance with Section 12506a of Act 368, issue or deny the temporary campground licenses, and forward a copy of the approved or denied license to the State. License copies should be forwarded to the State within 2 to 4 weeks after the licensing period, but in no case no later than the end date of this contract, September 30, 2016.

The Grantee will review the Campground and Temporary Campground lists provided by the State, item *D. Requirements – State*, make modifications and adjustments, and return the lists to the address in item *E. Performance/Progress Report Requirements*, within 30 days.

D. Requirements - State

By January 31, 2016, the State will provide the Grantee with a list of campgrounds from their jurisdiction that have been inspected for the year ending September 30, 2015, and have paid the license fees. This list is the basis for reimbursement to the Grantee under item *F. Reimbursement Schedule*. If the list needs modification, the State will provide the Grantee a 30-day period to request any adjustments.

The State will provide technical assistance and periodic oversight to the Grantee relative to campground compliance issues when requested.

For temporary campground licenses, by March 1, 2016, the State will provide the Grantee with a list of temporary campground license applications received from the Grantee's jurisdiction during the year ending September 30, 2015. This list is the basis for the invoice intended for the Grantee under item *F. Reimbursement Schedule*.

The contact person is Sarah Rottiers, who may be reached at 517-284-6520; at rottierss@michigan.gov; or at DEQ, Drinking Water and Environmental Health Section - Campgrounds, P.O. Box 30241, Lansing, Michigan 48909-7741.

E. Performance/Progress Report Requirements

Inspection reports, temporary campground license copies, and lists from item *D. Requirements – State*, should be sent to: DEQ, Office of Drinking Water and Municipal Assistance, Environmental Health Section - Campgrounds, P.O. Box 30241, Lansing, Michigan 48909-7741.

F. Reimbursement Schedule

The State will reimburse the Grantee on a lump sum basis at \$25 for each annually licensed campground inspected during the year ending September 30, 2015, by the Grantee's staff or designated representative.

Based on the list of temporary campground license applications received from the State for the Grantee's jurisdiction during the year ending September 30, 2015, the State will send an invoice for the appropriate lump sum charge in accordance with Act 368, less the \$25 portion of the fee intended for the Grantee.

G. Accountability

The State will furnish periodic status reports to each Grantee indicating the number of annual license applications, fees, and inspection reports received.

**PROGRAM H - ALLOCATION SCHEDULE
CAMPGROUND PROGRAM
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

Grantee	No. of Counties	No. of CGs	Allocation
Allegan	1	30	\$750
Barry-Eaton District	2	32	\$800
Bay	1	8	\$200
Benzie-Leelanau District	2	30	\$750
Berrien	1	18	\$450
Branch-Hillsdale-St. Joseph District	3	62	\$1,550
Calhoun*	1	13	\$325
Central Michigan District	6	96	\$2,400
Chippewa	1	26	\$650
Delta & Menominee District	2	23	\$575
Detroit, City of - Dept. of Health & Wellness	0	0	\$0
Dickinson-Iron District	2	24	\$600
District #2	4	59	\$1,475
District #4	4	60	\$1,500
District #10	10	246	\$6,150
Genesee	1	9	\$225
Grand Traverse	1	21	\$525
Holland, City of	0	0	\$0
Huron	1	28	\$700
Ingham	1	10	\$250
Ionia	1	10	\$250
Jackson	1	31	\$775
Kalamazoo	1	9	\$225
Kent	1	20	\$500
Lapeer	1	20	\$500
Lenawee	1	18	\$450
Livingston	1	10	\$250
Luce-Mackinac-Alger-Schoolcraft District	4	71	\$1,775
Macomb	1	4	\$100
Marquette	1	18	\$450
Midland	1	8	\$200
Mid-Michigan District	3	32	\$800
Monroe	1	18	\$450
Public Health - Muskegon County	1	23	\$575
Northwest Michigan Community Health Agency	4	52	\$1,300
Oakland	1	21	\$525
Ottawa	1	21	\$525
Saginaw	1	8	\$200
Saint Clair	1	14	\$350
Sanilac	1	12	\$300
Shiawassee	1	8	\$200
Tuscola	1	9	\$225
University of Michigan	0	0	\$0
Van Buren/Cass District	2	62	\$1,550
Washtenaw	1	11	\$275
Wayne	1	6	\$150
Wayne State University	0	0	\$0
Western Upper Peninsula District	5	37	\$925
Totals	82	1,348	\$33,700

*Calhoun County will re-implement CG Prgm FY 16 and will be eligible for reimbursement for inspections conducted FY 16.

**MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
OFFICE OF WASTE MANAGEMENT AND RADIOLOGICAL PROTECTION
MEDICAL WASTE REGULATORY PROGRAM
PROGRAM I
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

A. Statement of Purpose

This agreement is intended to establish responsibilities for both the Grantee and the State in the conduct of completing work within the Grantee's jurisdiction under a pilot program for the Medical Waste Regulatory Program (MWRP) in accordance with the Medical Waste Regulatory Act (MWRA), Part 138 of the Michigan Public Health Code, 1978 PA 368, as amended and associated Administrative Rules.

B. Program Budget and Agreement Amount

The State will reimburse the Grantee on a lump sum basis according to the following:

ACTIVITY	AMOUNT
<p>A. Follow-up remotely from work station or perform a second inspection on-site at facilities inspected during either in the 2014 or 2015 pilot that have failed to register or may have failed to comply with any other noted violation as required.</p> <p>Provide 30-day deadline to facilities to comply and refer to DEQ staff if deadline is not met.</p>	<p>I. \$50.00 for any 'no site visit' contact consultations (mail, phone, etc.) and documentation of compliance verification or referral to DEQ as indicated for continued noncompliance.*</p> <p>II. \$100.00 for a follow-up site visit (announced or unannounced) and documentation of compliance verification or referral to DEQ as indicated for continued noncompliance.*</p> <p>* Up to 20 follow-ups are allowed with the exception of up to 100 follow-ups may be performed by the Oakland County Health Division (OCHD).</p>
<p>B. Identification and compliance inspections of new producing facilities that are not registered as required.</p>	<p>\$100.00 per facility, up to 40 on-site inspections are allowed, with the exception that OCHD may perform up to 200 of these inspections.</p>
<p>C. Outreach and recruitment of new community service-based sharps collection programs for Michigan residents.</p>	<p>\$100.00 per successful establishment of each new program and subsequent relay of program info/specifics to DEQ for addition to the DEQ program Web site. Up to 10 recruitments may be performed by all LHDs including OCHD.</p>

<p>D. Inspection of any type of registered facility to be randomly selected from an entire listing of both small producers and large producers provided by the DEQ. These will be, separate, comprehensive listings that will be updated as needed on a periodic basis or at the request of LHD staff.</p>	<p>\$100 per inspection of a small, low-volume generator from the first listing, and \$150 per inspection of a large, high volume generator from the second listing. Up to 20 registered facilities not inspected in previous pilot phases are allowed with the exception that OCHD may perform up to 100 of these inspections.</p>
<p>E. <i>*This activity requires prior authorization from the DEQ and/or may be performed due to a request initiated by the DEQ to the LHD.</i> The activity includes initial response to incident or complaint allegations, including visiting the site, gathering information, taking photos, and remediation if verified. If complexity exceeds inspectors ability to remediate, or has potential to be controversial in nature, referral of all collected information may be made to DEQ program staff.</p>	<p>\$100 per response activity, to include gathering necessary information, evidence collection, and follow-through to contain any risks to public health or the environment if possible prior to referral to DEQ program staff as needed. This activity is solely reactive in nature and performed on an as needed basis not to exceed the total allocation allotment for each participating LHD.</p>
<p>F. Presentations and/or training of professional organizations representing any type of medical waste producer and profession regarding the requirements of the Medical Waste Regulatory Act and Rules. Examples would include the Michigan Veterinary Association, Michigan Funeral Directors Association, Michigan Health and Hospital Association, etc. This list is not all-inclusive.</p>	<p>\$100 per training activity and documentation verifying completion, such as emails, copies of the presentation, names of participants, etc. Up to 10 presentations may be given for allocation not to exceed \$1,000.00 for all participating LHDs including OCHD.</p>

C. Requirements - Grantee

1. The Grantee's activities may vary by jurisdiction and will be limited to the requirements contained in this agreement not to exceed maximum allocation limit. Activities A-F may be performed in any combination to meet the allocation limitation, at the discretion of each participating LHD.
2. The Grantee will designate staff person(s) to be trained and to conduct the activities described under this agreement.
3. Grantee shall be provided, upon request, with a complete, current listing of all facilities or businesses that are not registered as medical waste producers in their respective jurisdiction. This listing will be used by the Grantee to perform identification of unregistered facilities and applicable compliance activities as described under of this agreement.
7. Inspection of any facility (except as noted under Activity E.) shall be at the Grantee's discretion and may be scheduled or unscheduled.
8. The activities above shall be performed in accordance with the addendum to the *2016 Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I.*

9. Activities shall be performed by April 30, 2016.
10. Grantee shall notify the State of facilities described above that were found to not be medical waste producers with all other materials required for verification and allocation. The grantee shall also notify the DEQ of follow-up inspections of facilities that were inspected during either FY 14 or FY15 that do not comply with registration and other noted compliance requirements within a 30-day period.
11. The Grantee shall submit copies of all completed inspection reports, and documentation of any other activities sufficient for verification of fund allocation as described in the addendum to the *2016 Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I.*, to the State by no later than June 1, 2016, for reimbursement.

D. Requirements - State

1. The State shall provide the current inspection form, "Medical Waste Producing Facility Inspection Report" (EQP 1756), initial registration applications, and reference materials for the MWRP on the Web page.
2. The State will provide necessary guidance or training to the Grantee's designated staff person(s) upon request regarding any of the activities described above.
3. The DEQ will provide sample presentations for use by LHDs upon request as described under Activity F., or the LHD may develop their own presentation and reference documents for use in this activity.
3. The State shall provide updated listings of all registered generators of medical waste in two listings as noted under Section D. to each participating Grantee initially and upon request to ensure information is current for all related activities above.
4. The State will provide technical assistance and periodic oversight to the Grantee relative to medical waste issues when requested. The program contact person is Andrew Shannon, who may be reached at 517-230-9800; at shannona1@michigan.gov; or at Department of Environmental Quality, Office of Waste Management and Radiological Protection, Solid Waste Section, P.O. Box 30241, Lansing, Michigan 48909-7741.

E. Performance/Progress Report Requirements

1. The submittal of completed inspection reports by the Grantee separated by activity type shall be sufficient documentation of activities performed under this pilot program.
2. The State and Grantee agree to meet to conduct a joint evaluation of whether the pilot program demonstrated that contracting with local health departments can increase the effectiveness of the DEQ/MWRP in terms of increasing the number of active facility registrations and overall compliance, providing educational outreach, improving customer service, and/or other factors that the State and Grantee determine will assist with the evaluation.

F. Reimbursement Schedule

The Grantee shall submit a single request for payment, including all completed inspection report forms and/or sufficient documentation of other activities by type by June 1, 2016, to DEQ - Office of Waste Management and Radiological Protection, Solid Waste Section, P.O. Box 30241, Lansing, Michigan 48909-7741.

G. Accountability

Inspection reports and any other verification documents as described in the *2016 Medical Waste Pilot Program Activity Guide for Local Health Departments, Appendix I.*, will be retained by the Grantee until submitted to the State. Referrals to DEQ as described in the Activities above will be submitted as needed.

**PROGRAM I - ALLOCATION SCHEDULE
MEDICAL WASTE REGULATORY PROGRAM
OCTOBER 1, 2015 THROUGH SEPTEMBER 30, 2016**

Grantee	No. of Counties	Allocation
Allegan	1	\$5,000
Barry-Eaton District	2	\$5,000
Bay	0	\$0
Benzie-Leelanau District	0	\$0
Berrien	0	\$0
Branch-Hillsdale-St. Joseph District	3	\$5,000
Calhoun	0	\$0
Central Michigan District	0	\$0
Chippewa	0	\$0
Delta & Menominee District	0	\$0
Detroit, City of - Dept. of Health & Wellness	0	\$0
Dickinson-Iron District	0	\$0
District #2	0	\$0
District #4	0	\$0
District #10	10	\$5,000
Genesee	0	\$0
Grand Traverse	0	\$0
Holland, City of	0	\$0
Huron	0	\$0
Ingham	0	\$0
Ionia	1	\$5,000
Jackson	0	\$0
Kalamazoo	0	\$0
Kent	0	\$0
Lapeer	0	\$0
Lenawee	0	\$0
Livingston	1	\$5,000
Luce-Mackinac-Alger-Schoolcraft District	0	\$0
Macomb	0	\$0
Marquette	0	\$0
Midland	0	\$0
Mid-Michigan District	3	\$5,000
Monroe	0	\$0
Public Health - Muskegon County	1	\$5,000
Northwest Michigan Community Health Agency	0	\$0
Oakland	1	\$25,000
Ottawa	0	\$0
Saginaw	0	\$0
Saint Clair	0	\$0
Sanilac	0	\$0
Shiawassee	0	\$0
Tuscola	0	\$0
Van Buren/Cass District	0	\$0
Washtenaw	0	\$0
Wayne	0	\$0
Western Upper Peninsula District	0	\$0
Total	23	\$65,000



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING



DAN WYANT
DIRECTOR

October 23, 2015

Dianne McCormick
Livingston County Department Of Public Health
2300 East Grand River Avenue, Ste 102
Howell, Michigan 48843-7578

Dear Ms. McCormick:

Enclosed for your review is an original agreement of the Office of Drinking Water and Municipal Assistance (ODWMA), Department of Environmental Quality (DEQ) – Local Health Department (LHD) Agreement for Fiscal year 2015-2016 and Appendix A. Programs for Noncommunity Water Supply, Drinking Water Long-Term Monitoring, Great Lakes Beach Monitoring, Public Swimming Pools, Septage Waste, Campgrounds, and Medical Waste Regulatory are included as applicable to your LHD. To accept the award, you must sign two originals of the agreement and return both originals to the DEQ.

The previous Agreement expired on September 30, 2015. We anticipate the LHDs will provide services on a continuing basis while these new agreements are reviewed and signed.

Please verify your federal identification number, address and DUNS number on page one of the Agreement. The Agreement must be signed by an individual authorized to make legal commitment for the Grantee. Return two signed Agreements to the following address:

DEQ, ODWMA
Administration Section
P.O. Box 30241
Lansing, MI 48909-7741

When the Agreements have been signed by both parties, an original will be returned to you.

If you have any questions pertaining to a specific program, please contact the person listed for the appropriate program. For general questions relating to overall contract administration, please contact me by phone or e-mail.

Sincerely,

Christina Campbell
Administration Section
Office of Drinking Water and Municipal
Assistance
517-284-6501/campbellc@michigan.gov

Enclosure

Cc: Environmental Health Director



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF PUBLIC HEALTH

2300 E. Grand River Suite 102
Phone (517) 546-9850 Fax (517) 546-6995
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Matt Bolang, Director of Environmental Health
Date: 10/26/2015
Re: RESOLUTION AUTHORIZING AN AGREEMENT WITH THE
MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY
TO CONDUCT ENVIRONMENTAL HEALTH SERVICES

The attached resolution establishes the continuation of the agreement with the Michigan Department of Environmental Quality (MDEQ) to conduct environmental health services. The MDEQ provides funding to partially reimburse the county for services covered in the agreement. This resolution establishes the contract for the period October 1, 2015 through September 30, 2016.

If you have any questions regarding this matter please contact me at (517) 552-6870.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION TO AUTHORIZE A BUDGET AMENDMENT TO THE HEALTH DEPARTMENT 2015 BUDGET – PUBLIC HEALTH / HEALTH & HUMAN SERVICES / FINANCE / BOARD

WHEREAS, the Department of Public Health purchases vaccines to administer to both children and adults throughout the year and charge our clients the cost of the vaccine plus an administrative fee; and

WHEREAS, new ACIP/CDC recommendations to administer PCV13 to persons 65 years and older has increased the demand for PCV13 in our Immunization Clinics; and

WHEREAS, recalls generated by the MDHHS HPV grant project has increased client request for HPV vaccine; and

WHEREAS, there will be a corresponding increase in revenue to offset this cost of the vaccine.

THEREFORE BE IT RESOLVED that the Board of Commissioners authorizes an amendment to the Health Department 2015 Budget in the amount of \$11,000 to be transferred into the expense account 22160100-760000 from fund balance.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby adopt the proposed amended 2015 Budget as follows;

<u>Fund</u>	<u>Amended Budget</u>	<u>Proposed Budget Amendment</u>	<u>Proposed Amended Budget</u>
Health Department	\$3,659,087	\$11,000	\$3,670,087

THEREFORE BE IT FURTHER RESOLVED that costs to purchase and administer the vaccines will be recovered through fees and thus cost neutral to the overall budget.

#

**MOVED:
SECONDED:
CARRIED:**



LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF PUBLIC HEALTH

2300 E Grand River Suite 102 Howell MI 48843
Phone 517.546.9850 Fax 517.546.6995
Web Site: co.livingston.mi.us

Memorandum

To: Livingston County Board of Commissioners
From: Elaine Brown
Date: 11/4/2015
**Re: Resolution authorizing a budget amendment to the Health Department
2015 Budget to purchase vaccine**

The Department of Public Health purchases vaccines throughout the year to administer to both children and adults. We are requesting a transfer from our fund balance to expense account 22160100-760000 to purchase additional vaccines. Clients are charged the cost of the vaccine and an administration fee, therefore the costs to purchase the vaccines will be off set. This year the ACIP/CDC came out with new recommendations for the PCV13 vaccine for persons 65 years and older. In addition, MDHHS also did a statewide recall for HPV vaccine targeting both male and female adolescents which has resulted in increased requests for the HPV vaccine in our clinics.

If you have any additional questions or concerns, please do not hesitate to contact me.

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE:

RESOLUTION AUTHORIZING AN AGREEMENT WITH COHL, STOKER & TOSKEY, P.C., TO PROVIDE LEGAL SERVICES TO LIVINGSTON COUNTY - COUNTY ADMINISTRATION

WHEREAS, Livingston County has retained the law firm of Cohl, Stoker & Toskey as civil counsel for the County and its various departments since 1980; and

WHEREAS, the agreement with Cohl, Stoker & Toskey was to be reviewed on or after June 21, 2015; and

WHEREAS, inasmuch as this is a professional service the selection is based upon the ability of the firm to provide satisfactory service as opposed simply to price; and

WHEREAS, Cohl, Stoker & Toskey recognizes the prior difficult economic climate and agreed to maintain their previous retainer fees since 2009.

THEREFORE BE IT RESOLVED that the Livingston County Board of Commissioners hereby authorizes entering into an agreement with the firm of Cohl, Stoker, & Toskey, P.C., to provide legal services consisting of:

- a) Answers to request for legal opinions, verbally and in writing;
- b) Attendance at all Board of Commissioners' meetings and requested Committee meetings, excluding labor and litigation matters;
- c) Notifies the County of legal issues which require action by the Board of Commissioners to either modify existing or create new policies;
- d) Answers general labor questions as requested by the County Administrator, but excluding meeting attendance for labor questions and labor legal services which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges. etc.
- e) Drafts contracts, leases and ordinances; and,
- f) Performs other necessary legal research not involving specific labor issues.

BE IT FURTHER RESOLVED that the retainage for these services for the period commencing immediately upon approval of this Resolution shall be \$106,700 annually, which shall be paid in monthly installments of \$8,891.67. The firm shall be paid an hourly rate of \$140 for litigation work and \$145 for labor which are specific to a matter such as grievances, collective bargaining issues, civil rights charges, wage and hour complaints, unit clarifications, unfair labor practice charges, etc. On or after June 21, 2016, the yearly compensation shall be reviewed between the parties.

BE IT FURTHER RESOLVED that this contract for legal services will continue upon the same terms and conditions unless terminated by either party upon sixty (60) days prior written notice.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Commissioners be authorized to sign this Agreement, inclusive of the above terms and conditions, with Cohl, Stoker, & Toskey, P.C.

#

**MOVED:
SECONDED:
CARRIED:**

RESOLUTION

NO:

LIVINGSTON COUNTY

DATE: November 16, 2015

RESOLUTION TO AUTHORIZE THE ISSUANCE OF REFUNDING BONDS IN THE PRINCIPAL AMOUNT OF NOT TO EXCEED \$2,100,000

WHEREAS, pursuant to the provisions of Act No. 31, Public Acts of Michigan, 1948 (First Extra Session), as amended ("Act 31"), the Livingston County Building Authority (the "Authority") issued its 2005 Building Authority Refunding Bonds (Limited Tax General Obligation), dated as of May 27, 2005, in the principal amount of \$5,950,000 (the "Prior Bonds"); and

WHEREAS, the Prior Bonds were issued pursuant to a Refunding Contract dated as of May 1, 2005 (the "Refunding Contract"), between the Authority and the County of Livingston (the "County") to advance refund a portion of the Authority's (i) 1999 Building Authority Bonds (Limited Tax General Obligation), dated as of March 1, 1999, issued pursuant to a Limited Tax Full Faith and Credit General Obligation Contract of Lease, dated as of December 14, 1998 (the "1999 Contract"), between the Authority and the County, and (ii) 2000 Building Authority Bonds (Limited Tax General Obligation), dated as of January 1, 2000, issued pursuant to a Limited Tax Full Faith and Credit General Obligation Contract of Lease dated as of January 1, 2000, between the Authority (the "2000 Contract" and together with the Refunding Contract and the 1999 Contract, the "Contracts"), between the Authority and the County; and

WHEREAS, the Prior Bonds remain outstanding in various principal amounts, and the County has been advised that its contractual obligations under the Contracts could be refunded, in whole or in part, to pay and redeem certain of the Prior Bonds and thereby secure savings for the County and benefit the taxpayers of the County; and

WHEREAS, Part VI of Act No. 34, Public Acts of Michigan, 2001, as amended ("Act 34"), authorizes the issuance of refunding bonds for the purpose of refunding all or part of the County's outstanding securities, including the Contracts; and

WHEREAS, the Board of Commissioners of the County has determined that it is in the best interest of the County to secure savings for the County through the issuance of such refunding bonds.

NOW, THEREFORE, BE IT RESOLVED that:

1. AUTHORIZATION OF BONDS – PURPOSE. Bonds of the County aggregating the principal sum of not to exceed Two Million One Hundred Thousand Dollars (\$2,100,000) (the "Refunding Bonds") shall be issued and sold pursuant to the provisions of Act 34, and other applicable statutory provisions, for the purpose of refunding all or part of the County's obligations under the Contracts. The County Administrator is authorized to designate which of the Prior Bonds shall be refunded (the "Prior Bonds To Be Refunded").

2. BOND DETAILS. The Refunding Bonds shall be designated "2015 Refunding Bonds (Limited Tax General Obligation)"; shall be dated as of the date approved by order of the County Administrator; shall be numbered from 1 upwards; shall be fully registered; shall be in the denomination of \$1,000 each or any integral multiple thereof not exceeding the aggregate principal amount for each maturity at the option of the purchaser thereof; shall be payable on such dates as shall be determined by order of the County Administrator; and shall be serial bonds and/or term bonds and mature on such dates and in such years as shall be determined by order of the County Administrator. If requested by the original purchaser of the Refunding Bonds and determined by the County Administrator, the Refunding Bonds may be issued in the form of a

single bond with an exhibit containing the principal maturity amounts and applicable interest rates and due dates.

3. PAYMENT OF PRINCIPAL AND INTEREST. The principal of and interest on the Refunding Bonds shall be payable in lawful money of the United States. Principal shall be payable upon presentation and surrender of the Refunding Bonds to the bond registrar and paying agent as they severally mature; provided, however, if the Refunding Bonds are issued in the form of a single bond, only the final principal payment shall be payable upon presentation and surrender of the bond to the bond registrar and paying agent and all other principal installments shall be paid to the registered owner of the bond as shown on the registration books. Interest shall be paid to the registered owner of each Refunding Bond as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which the interest payment is due. Interest shall be paid when due by check or draft drawn upon and mailed by the bond registrar and paying agent to the registered owner at the registered address.

4. PRIOR REDEMPTION. The Refunding Bonds shall be subject to optional and/or mandatory redemption prior to maturity upon such terms and conditions as shall be determined by order of the County Administrator.

5. BOOK-ENTRY SYSTEM. Initially, if requested by the original purchaser of the Refunding Bonds and determined by the County Administrator, one fully-registered Refunding Bond for each maturity, in the aggregate amount of such maturity, shall be issued in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC") for the benefit of other parties (the "Participants") in the book-entry-only transfer system of DTC. In the event the County determines that it is in the best interest of the County not to continue the book-entry system of transfer or that the interests of the holders of the Refunding Bonds might be adversely

affected if the book-entry system of transfer is continued, the County may notify DTC and the bond registrar and paying agent, whereupon DTC will notify the Participants of the availability through DTC of Refunding Bond certificates. In such event, the bond registrar and paying agent shall deliver, transfer and exchange Refunding Bond certificates as requested by DTC and any Participant or "beneficial owner" in appropriate amounts in accordance with this resolution. DTC may determine to discontinue providing its services with respect to the Refunding Bonds at any time by giving notice to the County and the bond registrar and paying agent and discharging its responsibilities with respect thereto under applicable law or the County may determine that DTC is incapable of discharging its duties and may so advise DTC. In either such event, the County shall use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor securities depository), the County and the bond registrar and paying agent shall be obligated to deliver Refunding Bond certificates in accordance with the procedures established by this resolution. In the event Refunding Bond certificates are issued, the provisions of this resolution shall apply to, among other things, the transfer and exchange of such certificates and the method of payment of principal of and interest on such certificates. Whenever DTC requests the County and the bond registrar and paying agent to do so, the County and the bond registrar and paying agent shall cooperate with DTC in taking appropriate action after reasonable notice to make available one or more separate certificates evidencing the Refunding Bonds to any Participant having Refunding Bonds credited to its DTC account or to arrange for another securities depository to maintain custody of certificates evidencing the Refunding Bonds.

Notwithstanding any other provision of this resolution to the contrary, so long as any Refunding Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal of, interest on and redemption premium, if any, on such Refunding Bonds and all notices with respect to the Refunding Bonds shall be made and given, respectively, to DTC. The County Administrator is authorized to sign the Blanket Issuer Letter of

Representations on behalf of the County in such form as such official signing the Blanket Issuer Letter of Representations deems necessary or appropriate in order to accomplish the issuance of the Refunding Bonds in accordance with law and this resolution.

Notwithstanding any other provision of this section to the contrary, if the County Administrator deems it to be in the best interest of the County, the Refunding Bonds shall not initially be issued through the book-entry-only transfer system of DTC.

6. BOND REGISTRAR AND PAYING AGENT. The County Treasurer shall designate, and may enter into an agreement with, a bond registrar and paying agent for the Refunding Bonds which shall be a bank or trust company located in the State of Michigan that is qualified to act in such capacity under the laws of the United States of America or the State of Michigan. The County Treasurer from time to time as required may designate a similarly qualified successor bond registrar and paying agent. Notwithstanding any provision of this section to the contrary, if the County Administrator deems it to be in the best interest of the County, the County Treasurer or other County official as determined by the County Administrator shall serve as bond registrar and paying agent for the Refunding Bonds.

7. EXECUTION, AUTHENTICATION AND DELIVERY OF BONDS. The Refunding Bonds shall be executed in the name of the County by the manual or facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and authenticated by the manual signature of an authorized representative of the bond registrar and paying agent, and the seal of the County (or a facsimile thereof) shall be impressed or imprinted on the Refunding Bonds. After the Refunding Bonds have been executed and authenticated for delivery to the original purchaser thereof, they shall be delivered by the County Treasurer or the County Administrator to the purchaser upon receipt of the purchase price. Additional Refunding Bonds bearing the manual or facsimile signatures of the Chairperson of the Board of

Commissioners and the County Clerk and the seal of the County (or a facsimile thereof) may be delivered to the bond registrar and paying agent for authentication and delivery in connection with the exchange or transfer of the Refunding Bonds. The bond registrar and paying agent shall indicate on each Refunding Bond the date of its authentication.

8. EXCHANGE AND TRANSFER OF BONDS. Any Refunding Bond, upon surrender thereof to the bond registrar and paying agent with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney, at the option of the registered owner thereof, may be exchanged for Refunding Bonds of any other authorized denominations of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bond.

Each Refunding Bond shall be transferable only upon the books of the County, which shall be kept for that purpose by the bond registrar and paying agent, upon surrender of such Refunding Bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the registered owner or his duly authorized attorney.

Upon the exchange or transfer of any Refunding Bond, the bond registrar and paying agent on behalf of the County shall cancel the surrendered Refunding Bond and shall authenticate and deliver to the transferee a new Refunding Bond or Bonds of any authorized denomination of the same aggregate principal amount and maturity date and bearing the same rate of interest as the surrendered Refunding Bond. If, at the time the bond registrar and paying agent authenticates and delivers a new Refunding Bond pursuant to this section, payment of interest on the Refunding Bonds is in default, the bond registrar and paying agent shall endorse upon the new Refunding Bond the following: "Payment of interest on this bond is in default. The last date to which interest has been paid is _____, ____."

The County and the bond registrar and paying agent may deem and treat the person in whose name any Refunding Bond shall be registered upon the books of the County as the absolute owner of such Refunding Bond, whether such Refunding Bond shall be overdue or not, for the purpose of receiving payment of the principal of and interest on such Refunding Bond and for all other purposes, and all payments made to any such registered owner, or upon his order, in accordance with the provisions of section 3 of this resolution shall be valid and effectual to satisfy and discharge the liability upon such Refunding Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar and paying agent shall be affected by any notice to the contrary. The County agrees to indemnify and save the bond registrar and paying agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such registered owner.

For every exchange or transfer of Refunding Bonds, the County or the bond registrar and paying agent may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer.

The bond registrar and paying agent shall not be required to transfer or exchange Refunding Bonds or portions of Refunding Bonds that have been selected for redemption.

9. FORM OF BONDS. The Refunding Bonds shall be in substantially the following form, with such changes thereto as approved by the County Administrator within the parameters of this resolution:

UNITED STATES OF AMERICA
STATE OF MICHIGAN

COUNTY OF LIVINGSTON
2015 REFUNDING BOND (LIMITED TAX GENERAL OBLIGATION)

INTEREST RATE MATURITY DATE DATE OF ORIGINAL ISSUE CUSIP

Registered Owner:

Principal Amount:

The County of Livingston, State of Michigan (the "County"), acknowledges itself indebted to, and for value received hereby promises to pay to, the Registered Owner identified above, or registered assigns, the Principal Amount set forth above on the Maturity Date specified above, unless redeemed prior thereto as hereinafter provided, upon presentation and surrender of this bond at _____, _____, Michigan, the bond registrar and paying agent, or at such successor bond registrar and paying agent as may be designated pursuant to the Resolution (as hereinafter defined), and to pay to the Registered Owner, as shown on the registration books at the close of business on the 15th day of the calendar month preceding the month in which an interest payment is due, by check or draft drawn upon and mailed by the bond registrar and paying agent by first class mail postage prepaid to the Registered Owner at the registered address, interest on such Principal Amount from the Date of Original Issue specified above, or such later date through which interest has been paid until the County's obligation with respect to the payment of such Principal Amount is discharged, at the rate per annum specified above. Interest is payable on the first day of _____ and _____ in each year, commencing on _____ 1, 201_. Principal and interest are payable in lawful money of the United States of America. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This bond is one of a series of bonds aggregating the principal sum of _____ Dollars (\$_____) issued by the County under and pursuant to and in full conformity with the Constitution and Statutes of Michigan (especially Act No. 34, Public Acts of 2001, as amended) and a resolution adopted by the Board of Commissioners of the County on November 16, 2015 (the "Resolution"), for the purpose of refunding certain of the County's obligations under certain contracts, between the Livingston County Building Authority (the "Authority") and the County (the "Contracts") to enable the Authority to pay and redeem the Authority's (i) 1999 Building Authority Bonds (Limited Tax

General Obligation), dated as of March 1, 1999, maturing in the years ____ through ____, and (ii) 2000 Building Authority Bonds (Limited Tax General Obligation), dated as of January 1, 2000, maturing in the years ____ through ____. The full faith and credit of the County have been pledged for the prompt payment of the principal of and interest on this bond. Taxes imposed by the County are subject to constitutional and statutory tax limitations.

This bond is transferable, as provided in the Resolution, only upon the books of the County kept for that purpose by the bond registrar and paying agent, upon the surrender of this bond together with a written instrument of transfer satisfactory to the bond registrar and paying agent duly executed by the Registered Owner or his attorney duly authorized in writing. Upon the exchange or transfer of this bond a new bond or bonds of any authorized denomination, in the same aggregate principal amount and of the same interest rate and maturity, shall be authenticated and delivered to the transferee in exchange therefor as provided in the Resolution, and upon payment of the charges, if any, therein provided. Bonds so authenticated and delivered shall be in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount for each maturity.

The bond registrar and paying agent shall not be required to transfer or exchange bonds or portions of bonds that have been selected for redemption.

MANDATORY PRIOR REDEMPTION

Bonds maturing in the year ____ are subject to mandatory prior redemption at par and accrued interest as follows:

<u>Redemption Date</u>	<u>Principal Amount of Bonds to be Redeemed</u>
------------------------	---

Bonds or portions of bonds to be redeemed by mandatory redemption shall be selected by lot.

(REPEAT IF MORE THAN ONE TERM BOND)

OPTIONAL REDEMPTION

Bonds maturing prior to _____ 1, 20__, are not subject to optional redemption prior to maturity. Bonds maturing on and after _____ 1, 20__, are subject to redemption prior to maturity at the option of the County, in such order as shall be determined by the County, on any one or more interest payment dates on and after _____ 1, 20__. Bonds of a denomination greater than \$5,000 may be partially redeemed in the amount of \$5,000 or any integral multiple thereof. If less than all of the bonds maturing in any year are to be redeemed, the bonds or portions of bonds to be redeemed shall be selected by lot. The redemption price shall be the par

value of the bond or portion of the bond called to be redeemed plus interest to the date fixed for redemption.

Not less than thirty but not more than sixty days' notice of redemption shall be given to the Registered Owner of bonds called to be redeemed by mail to each Registered Owner at the registered address. Bonds or portions of bonds called for redemption shall not bear interest on and after the date fixed for redemption, provided funds are on hand with the bond registrar and paying agent to redeem the same.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the bonds of this series, existed, have happened and have been performed in due time, form and manner as required by law, and that the total indebtedness of the County, including the series of bonds of which this bond is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the County of Livingston, State of Michigan, by its Board of Commissioners, has caused this bond to be executed in its name by the manual or facsimile signatures of the Chairperson of the Board of Commissioners and the County Clerk and its corporate seal (or a facsimile thereof) to be impressed or imprinted thereon. This bond shall not be valid unless the Certificate of Authentication has been manually executed by the bond registrar and paying agent or an authorized representative of the bond registrar and paying agent.

COUNTY OF LIVINGSTON

By: _____

Its: Chairperson, Board of Commissioners

And: _____

Its: Clerk

CERTIFICATE OF AUTHENTICATION

This bond is one of the bonds described in the within mentioned resolution.

Bond Registrar and Paying Agent

By: _____
Authorized Representative

AUTHENTICATION DATE:

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____ (please print or type name, address and taxpayer identification number of transferee) the within bond and all rights thereunder and hereby irrevocably constitutes and appoints

_____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

10. SECURITY. There shall be levied upon all taxable property in the County upon the tax roll for each year while any of the Refunding Bonds shall be outstanding an amount such that the estimated collections therefrom will be sufficient to pay promptly at maturity the principal and interest maturing on the Refunding Bonds prior to the time of the following year's tax collections. Taxes required to be levied to pay principal of and interest on the Refunding Bonds shall be subject to constitutional and statutory tax limitations. The proceeds of such taxes (both current and delinquent) shall be deposited as collected into a debt retirement fund that shall be established and maintained for the Refunding Bonds as either a separate or a common fund as permitted by law, and until the principal of and the interest on the Refunding Bonds are paid in full, such proceeds shall be used only for payment of such principal and interest or for other authorized purposes of the fund.

11. DEBT RETIREMENT FUND. There is hereby established for the Refunding Bonds a debt retirement fund (the "Debt Retirement Fund") that shall be either a separate or a common fund as permitted by law. From the proceeds of the sale of the Refunding Bonds, there shall be set aside in the Debt Retirement Fund any accrued interest received from the purchaser at the time of delivery of the same and such portion of any premium received from the purchaser of the Refunding Bonds as determined by the County Administrator. All proceeds from taxes levied for the payment of the principal of and interest on the Refunding Bonds shall be deposited into the Debt Retirement Fund. If a separate debt retirement fund is established, the moneys deposited in the Debt Retirement Fund shall be used solely for the purpose of paying the principal of and interest on the Refunding Bonds. If a common debt retirement fund is established, the moneys deposited in the Debt Retirement Fund shall be used solely for the payment of the principal of and interest on the Refunding Bonds and other bonds of like character of the County payable from such common debt retirement fund.

12. PAYMENT OF COSTS OF ISSUANCE -- ESCROW FUND. The remainder of the proceeds of the Refunding Bonds shall be used, together with such other funds as may be contributed by the County as determined by the County Administrator, to pay the costs of issuance of the Refunding Bonds and to refund the County's obligations under the Contracts to enable the County and the Authority to pay and redeem the outstanding Prior Bonds. After the costs of issuance have been paid or provided for, the remaining proceeds shall be transferred to the debt retirement fund for the Prior Bonds and shall be used, together with any moneys transferred from the debt retirement fund for the Prior Bonds or otherwise provided by the County, to establish an escrow fund (the "Escrow Fund") consisting of cash and investments in direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America or other obligations the principal of and interest on which are fully secured by the foregoing and used to pay the principal of, interest on and redemption premiums, if any, on the Prior Bonds. The Escrow Fund shall be held by an escrow agent (the "Escrow Agent") pursuant to an Escrow Agreement (the "Escrow Agreement"), which irrevocably shall direct the Escrow Agent to take all necessary steps to pay the principal of and interest on the Prior Bonds when due and to call such Prior Bonds at redemption at such time as shall be determined in the Escrow Agreement. The County Administrator is authorized to select the Escrow Agent and enter into the Escrow Agreement on behalf of the County. The amounts held in the Escrow Fund shall be such that the cash and the investments and the income received on the investments will be sufficient without reinvestment to pay the principal of, interest on and redemption premiums, if any, on the Prior Bonds when due at maturity or call for redemption as required by the Escrow Agreement.

13. DEFEASANCE. In the event cash or direct obligations of the United States or obligations the principal of and interest on which are guaranteed by the United States, or a combination thereof, the principal of and interest on which, without reinvestment, come due at times and in amounts sufficient to pay, at maturity or irrevocable call for earlier optional

redemption, the principal of, redemption premium, if any, and interest on all or any portion of the Refunding Bonds, shall have been deposited in trust, this resolution shall be defeased and the owners of the Refunding Bonds shall have no further rights under this resolution except to receive payment of the principal of, redemption premium, if any, and interest on the Refunding Bonds from the cash or securities deposited in trust and the interest and gains thereon and to transfer and exchange Refunding Bonds as provided herein.

14. APPROVAL OF DEPARTMENT OF TREASURY. The issuance and sale of the Refunding Bonds shall be subject to permission being granted therefor by the Michigan Department of Treasury pursuant to Act 34, unless the County has qualified status pursuant to Act 34, and, if necessary, the County Administrator is authorized and directed to make application to the Department of Treasury for permission to issue and sell the Refunding Bonds as provided by the terms of this resolution and by Act 34.

15. SALE, ISSUANCE, DELIVERY, TRANSFER AND EXCHANGE OF BONDS. The Refunding Bonds shall be sold pursuant to a negotiated sale as hereinafter provided, and it is hereby determined that such negotiated sale is in the best interests of the County and is calculated to provide the maximum flexibility in pricing the Refunding Bonds so as to achieve sufficient debt service savings with respect to the Prior Bonds To Be Refunded. The Refunding Bonds shall be sold to either an underwriter or underwriters (the "Underwriter") with a public offering of the Refunding Bonds or to a purchaser (the "Purchaser") in connection with a private placement, as determined by the County Administrator, following consultation with the County's registered municipal advisor, to be in the best interests of the County. The County Administrator is authorized to negotiate, execute and deliver a bond purchase agreement (the "Bond Purchase Agreement") with the Underwriter or the Purchaser, as the case may be, which Bond Purchase Agreement shall set forth the Prior Bonds To Be Refunded, the principal amount of the Refunding Bonds, principal maturities and dates, interest rates and interest payment dates,

redemption provisions, if any, purchase price to be paid by the Underwriter or the Purchaser, as the case may be, and compensation to be paid to the Underwriter as well as such other terms and provisions as the County Administrator determines to be necessary or appropriate in connection with the sale of the Refunding Bonds. The approval of the Bond Purchase Agreement, as well as the foregoing provisions with respect to the Refunding Bonds, shall be set forth in an order authorizing the sale of the Refunding Bonds to be executed by the County Administrator. Notwithstanding any provision of this resolution to the contrary, the use of a Bond Purchase Agreement with a Purchaser in connection with a private placement of the Refunding Bonds as described in this section is not required if the County Administrator determines such use is not necessary. The Chairperson of the Board of Commissioners, the County Clerk, the County Treasurer, the County Administrator and other appropriate officials of the County are authorized to do all things necessary to effectuate the sale, issuance, delivery, transfer and exchange of the Refunding Bonds in accordance with the provisions of this resolution. In making the determination in the order authorizing the sale of the Refunding Bonds and in the Bond Purchase Agreement with respect to principal maturities and dates, interest rates, purchase price of the Refunding Bonds and compensation to be paid to the Underwriter, the County Administrator shall be limited as follows:

- (a) The true interest cost on the Refunding Bond shall not exceed 3% per annum.
- (b) The final maturity date of the Refunding Bonds shall not be later than October 1, 2024.
- (c) The issuance of the Refunding Bonds shall result in present value savings (net of issuance costs) of not less than 3% with respect to the debt service on the Prior Bonds To Be Refunded.
- (d) The Underwriter's discount with respect to the Refunding Bonds shall not exceed 1.0% of the principal amount of the Refunding Bonds.

16. OFFICIAL STATEMENT. The County Administrator is authorized to cause the preparation of an official statement for the Refunding Bonds for purposes of compliance with Rule 15c2-12 issued under the Securities Exchange Act of 1934, as amended (the "Rule") and to do all other things necessary to comply with the Rule. After the award of the Refunding Bonds, the County will provide copies of a "final official statement" (as defined in paragraph (e)(3) of the Rule) on a timely basis and in reasonable quantity as requested by the purchasers to enable the purchasers to comply with paragraph (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board. The County Administrator is authorized to enter into such agreements as may be required to enable the purchasers to comply with the Rule.

17. CONTINUING DISCLOSURE. The County Administrator is authorized to execute and deliver in the name and on behalf of the County a continuing disclosure certificate to comply with the requirements for a continuing disclosure undertaking of the County pursuant to paragraph (b)(5) of the Rule, and amendments to such certificate from time to time in accordance with the terms of such certificate (the certificate and any amendments thereto are collectively referred to herein as the "Continuing Disclosure Certificate"). The County hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate.

18. REPLACEMENT OF BONDS. Upon receipt by the County Treasurer of proof of ownership of an unmatured Refunding Bond, of satisfactory evidence that the Refunding Bond has been lost, apparently destroyed or wrongfully taken and of security or indemnity that complies with applicable law and is satisfactory to the County Treasurer, the County Treasurer may authorize the bond registrar and paying agent to deliver a new executed Refunding Bond to replace the Refunding Bond lost, apparently destroyed or wrongfully taken in compliance with applicable law. In the event an outstanding matured Refunding Bond is lost, apparently destroyed or wrongfully taken, the County Treasurer may authorize the bond registrar and paying

agent to pay the Refunding Bond without presentation upon the receipt of the same documentation required for the delivery of a replacement Refunding Bond. The bond registrar and paying agent, for each new Refunding Bond delivered or paid without presentation as provided above, shall require the payment of expenses, including counsel fees, which may be incurred by the bond registrar and paying agent and the County in the premises. Any Refunding Bond delivered pursuant to the provisions of this section in lieu of any Refunding Bond lost, apparently destroyed or wrongfully taken shall be of the same form and tenor and be secured in the same manner as the Refunding Bond in substitution for which such Refunding Bond was delivered.

19. TAX COVENANT. The County covenants to comply with all applicable requirements of the Internal Revenue Code of 1986, as amended (the "Code"), necessary to assure that the interest on the Refunding Bonds will be and will remain excludable from gross income for federal income tax purposes. The Chairperson of the Board of Commissioners, the County Clerk, the County Treasurer, the County Administrator and other appropriate officials of the County are authorized to do all things necessary (including the making of such covenants of the County as shall be appropriate) to assure that the interest on the Refunding Bonds will be and will remain excludable from gross income for federal income tax purposes.

20. QUALIFIED TAX-EXEMPT OBLIGATIONS. The Refunding Bonds are designated as Qualified Tax-Exempt Obligations as described in Section 265(b)(3)(B) of the Code.

21. BOND INSURANCE. The County Administrator is authorized and directed to take any actions that may be necessary or appropriate to purchase a policy or policies of municipal bond insurance with respect to the Refunding Bonds to the extent that the County Administrator determines that the purchase of such municipal bond insurance is in the best

interests of the County. If the County Administrator makes such a determination, the purchase of a policy or policies and the payment of premiums therefor and the execution by the County Administrator of any necessary commitments with respect thereto is hereby authorized.

22. APPOINTMENTS. Public Financial Management, Inc. and Dickinson Wright PLLC are hereby appointed to serve as financial consultant and bond counsel, respectively, in connection with the sale and issuance of the Refunding Bonds.

23. CONFLICTING RESOLUTIONS. All resolutions and parts of resolutions insofar as they may be in conflict herewith are rescinded.

*

*

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**MOVED:
SECONDED:
CARRIED:**

Natalie Hunt

From: Cindy Catanach
Sent: Monday, November 09, 2015 10:33 AM
To: Natalie Hunt
Subject: FW: Livingston County - BA Refunding
Attachments: LivingstonCo_BuildingAuth_2005_10-2-15.pdf; LivingstonCo_BuildingAuth_2005_PrivatePlacement_10-2-15.pdf

From: Kari Blanchett [<mailto:BLANCHETTK@pfm.com>]
Sent: Friday, October 02, 2015 4:28 PM
To: Ken Hinton <KHinton@livgov.com>; Cindy Catanach <CCatanach@livgov.com>
Cc: Nathaniel Watson <WATSONN@pfm.com>
Subject: Livingston County - BA Refunding

Ken / Cindy:

Based on feedback we have received, we do believe there will be sufficient interest in a direct placement. Therefore, we have attached updated refunding analyses based on a direct placement as well as a public sale. We used the rates received from an actual refunding sold this week for Ottawa County for the public sale option numbers. A summary of the key figures are shown below:

	Private Placement 2005 BA Bonds Refunding	Public Sale 2005 BA Bonds Refunding
Estimated Total Cost of Issuance	\$34,000	\$67,000
Total Savings	\$125,961	\$119,159
Net Present Value (NPV) Savings	\$118,714	\$110,232
NPV Savings as % of Refunded Bonds	7.97%	7.40%
Estimated All in TIC	2.49%	2.65%

Please let us know if you plan on internally funding this, paying it off, or if you would like to proceed with one of the above options.

As you know, the rates will change as the market interest rates change.

Thank you,
Kari

Kari L. Blanchett | Managing Director
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Proposed 2015 Refunding Bonds
Assumes a Public Sale
Refunds the 2005 Building Authority Refunding Bonds

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SAVINGS

Livingston County Building Authority
Proposed 2015 Refunding Bonds
Assumes a Public Sale
Refunds the 2005 Building Authority Refunding Bonds

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 12/01/2015 @ 1.6941766%
04/01/2016	31,103.13	21,800.00	9,303.13		9,250.96
10/01/2016	171,103.13	162,700.00	8,403.13	17,706.26	8,285.82
04/01/2017	28,303.13	30,100.00	(1,796.87)		(1,756.90)
10/01/2017	173,303.13	160,100.00	13,203.13	11,406.26	12,801.02
04/01/2018	25,403.13	27,500.00	(2,096.87)		(2,015.93)
10/01/2018	180,403.13	167,500.00	12,903.13	10,806.26	12,300.88
04/01/2019	22,303.13	24,000.00	(1,696.87)		(1,604.08)
10/01/2019	182,303.13	169,000.00	13,303.13	11,606.26	12,470.05
04/01/2020	19,023.13	20,375.00	(1,351.87)		(1,256.57)
10/01/2020	184,023.13	170,375.00	13,648.13	12,296.26	12,579.42
04/01/2021	15,640.63	16,625.00	(984.37)		(899.67)
10/01/2021	185,640.63	171,625.00	14,015.63	13,031.26	12,702.04
04/01/2022	12,028.13	12,750.00	(721.87)		(648.72)
10/01/2022	192,028.13	177,750.00	14,278.13	13,556.26	12,723.46
04/01/2023	8,203.13	8,625.00	(421.87)		(372.78)
10/01/2023	198,203.13	183,625.00	14,578.13	14,156.26	12,773.48
04/01/2024	4,046.88	4,250.00	(203.12)		(176.48)
10/01/2024	189,046.88	174,250.00	14,796.88	14,593.76	12,748.25
	1,822,108.84	1,702,950.00	119,158.84	119,158.84	109,904.25

Savings Summary

PV of savings from cash flow	109,904.25
Plus: Refunding funds on hand	327.34
Net PV Savings	110,231.59

SUMMARY OF REFUNDING RESULTS

Livingston County Building Authority
Proposed 2015 Refunding Bonds
Assumes a Public Sale
Refunds the 2005 Building Authority Refunding Bonds

Dated Date	12/01/2015
Delivery Date	12/01/2015
Arbitrage yield	1.694177%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	1,360,000.00
True Interest Cost	1.930218%
Net Interest Cost	2.122749%
All-In TIC	2.646218%
Average Coupon	4.949964%
Average Life	5.094
Par amount of refunded bonds	1,490,000.00
Average coupon of refunded bonds	4.246472%
Average life of refunded bonds	5.085
PV of prior debt to 12/01/2015 @ 1.694177%	1,682,783.15
Net PV Savings	110,231.59
Percentage savings of refunded bonds	7.398093%

SOURCES AND USES OF FUNDS

Livingston County Building Authority
Proposed 2015 Refunding Bonds
Assumes a Public Sale
Refunds the 2005 Building Authority Refunding Bonds

Sources:

Bond Proceeds:	
Par Amount	1,360,000.00
Premium	212,878.90
	<u>1,572,878.90</u>

Uses:

Refunding Escrow Deposits:	
Cash Deposit	1,505,551.56
Delivery Date Expenses:	
Cost of Issuance	50,000.00
Underwriter's Discount	<u>17,000.00</u>
	67,000.00
Other Uses of Funds:	
Additional Proceeds	327.34
	<u>1,572,878.90</u>

Notes:

Cost of issuance is estimated
Escrow is invested in cash
Assumes NBQ Interest rates as of October 2, 2015

BOND PRICING

Livingston County Building Authority
Proposed 2015 Refunding Bonds
Assumes a Public Sale
Refunds the 2005 Building Authority Refunding Bonds

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	10/01/2016	130,000	4.000%	0.330%	103.051
	10/01/2017	130,000	4.000%	0.700%	106.000
	10/01/2018	140,000	5.000%	0.950%	111.294
	10/01/2019	145,000	5.000%	1.190%	114.233
	10/01/2020	150,000	5.000%	1.450%	116.511
	10/01/2021	155,000	5.000%	1.640%	118.616
	10/01/2022	165,000	5.000%	1.840%	120.201
	10/01/2023	175,000	5.000%	1.970%	121.892
	10/01/2024	170,000	5.000%	2.110%	123.176
		1,360,000			

Dated Date	12/01/2015	
Delivery Date	12/01/2015	
First Coupon	04/01/2016	
Par Amount	1,360,000.00	
Premium	212,878.90	
Production	1,572,878.90	115.652860%
Underwriter's Discount	(17,000.00)	(1.250000%)
Purchase Price	1,555,878.90	114.402860%
Accrued Interest		
Net Proceeds	1,555,878.90	

BOND SUMMARY STATISTICS

Livingston County Building Authority
Proposed 2015 Refunding Bonds
Assumes a Public Sale
Refunds the 2005 Building Authority Refunding Bonds

Dated Date	12/01/2015
Delivery Date	12/01/2015
Last Maturity	10/01/2024
Arbitrage Yield	1.694177%
True Interest Cost (TIC)	1.930218%
Net Interest Cost (NIC)	2.122749%
All-In TIC	2.646218%
Average Coupon	4.949964%
Average Life (years)	5.094
Duration of Issue (years)	4.638
Par Amount	1,360,000.00
Bond Proceeds	1,572,878.90
Total Interest	342,950.00
Net Interest	147,071.10
Total Debt Service	1,702,950.00
Maximum Annual Debt Service	195,000.00
Average Annual Debt Service	192,786.79
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	12.500000
Total Underwriter's Discount	12.500000
Bid Price	114.402860

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	1,360,000.00	115.653	4.950%	5.094	722.80
	1,360,000.00			5.094	722.80

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,360,000.00	1,360,000.00	1,360,000.00
+ Accrued Interest			
+ Premium (Discount)	212,878.90	212,878.90	212,878.90
- Underwriter's Discount	(17,000.00)	(17,000.00)	
- Cost of Issuance Expense		(50,000.00)	
- Other Amounts			
Target Value	1,555,878.90	1,505,878.90	1,572,878.90
Target Date	12/01/2015	12/01/2015	12/01/2015
Yield	1.930218%	2.646218%	1.694177%

BOND DEBT SERVICE

Livingston County Building Authority
Proposed 2015 Refunding Bonds
Assumes a Public Sale
Refunds the 2005 Building Authority Refunding Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2016			21,800	21,800	
10/01/2016	130,000	4.000%	32,700	162,700	184,500
04/01/2017			30,100	30,100	
10/01/2017	130,000	4.000%	30,100	160,100	190,200
04/01/2018			27,500	27,500	
10/01/2018	140,000	5.000%	27,500	167,500	195,000
04/01/2019			24,000	24,000	
10/01/2019	145,000	5.000%	24,000	169,000	193,000
04/01/2020			20,375	20,375	
10/01/2020	150,000	5.000%	20,375	170,375	190,750
04/01/2021			16,625	16,625	
10/01/2021	155,000	5.000%	16,625	171,625	188,250
04/01/2022			12,750	12,750	
10/01/2022	165,000	5.000%	12,750	177,750	190,500
04/01/2023			8,625	8,625	
10/01/2023	175,000	5.000%	8,625	183,625	192,250
04/01/2024			4,250	4,250	
10/01/2024	170,000	5.000%	4,250	174,250	178,500
	1,360,000		342,950	1,702,950	1,702,950

SUMMARY OF BONDS REFUNDED

Livingston County Building Authority
Proposed 2015 Refunding Bonds
Assumes a Public Sale
Refunds the 2005 Building Authority Refunding Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2005 Refunding Bonds - Dated: 5/27/05:					
2005	10/01/2016	4.000%	140,000.00	12/31/2015	100.000
	10/01/2017	4.000%	145,000.00	12/31/2015	100.000
	10/01/2018	4.000%	155,000.00	12/31/2015	100.000
	10/01/2019	4.100%	160,000.00	12/31/2015	100.000
	10/01/2020	4.100%	165,000.00	12/31/2015	100.000
	10/01/2021	4.250%	170,000.00	12/31/2015	100.000
	10/01/2022	4.250%	180,000.00	12/31/2015	100.000
	10/01/2023	4.375%	190,000.00	12/31/2015	100.000
	10/01/2024	4.375%	185,000.00	12/31/2015	100.000
			1,490,000.00		

ESCROW REQUIREMENTS

Livingston County Building Authority
Proposed 2015 Refunding Bonds
Assumes a Public Sale
Refunds the 2005 Building Authority Refunding Bonds

Period Ending	Interest	Principal Redeemed	Total
12/31/2015	15,551.56	1,490,000.00	1,505,551.56
	15,551.56	1,490,000.00	1,505,551.56

ESCROW STATISTICS

Livingston County Building Authority
Proposed 2015 Refunding Bonds
Assumes a Public Sale
Refunds the 2005 Building Authority Refunding Bonds

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 1,505,551.56				1,503,436.44		2,115.12
1,505,551.56				1,503,436.44	0.00	2,115.12

Delivery date 12/01/2015
Arbitrage yield 1.694177%

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SAVINGS

Livingston County Building Authority
Proposed 2015 Refunding Bonds (Private Placement)
Assumes a Private Placement
Refunds the 2005 Building Authority Refunding Bonds

Date	Prior Debt Service	Refunding Debt Service	Savings	Annual Savings	Present Value to 12/15/2015 @ 2.0002616%
04/01/2016	31,103.13	9,098.33	22,004.80		21,876.22
10/01/2016	171,103.13	180,450.00	(9,346.87)	12,657.93	(9,200.24)
04/01/2017	28,303.13	13,800.00	14,503.13		14,134.25
10/01/2017	173,303.13	173,800.00	(496.87)	14,006.26	(479.44)
04/01/2018	25,403.13	12,200.00	13,203.13		12,613.74
10/01/2018	180,403.13	177,200.00	3,203.13	16,406.26	3,029.84
04/01/2019	22,303.13	10,550.00	11,753.13		11,007.20
10/01/2019	182,303.13	180,550.00	1,753.13	13,506.26	1,625.61
04/01/2020	19,023.13	8,850.00	10,173.13		9,339.72
10/01/2020	184,023.13	178,850.00	5,173.13	15,346.26	4,702.31
04/01/2021	15,640.63	7,150.00	8,490.63		7,641.44
10/01/2021	185,640.63	182,150.00	3,490.63	11,981.26	3,110.41
04/01/2022	12,028.13	5,400.00	6,628.13		5,847.67
10/01/2022	192,028.13	185,400.00	6,628.13	13,256.26	5,789.76
04/01/2023	8,203.13	3,600.00	4,603.13		3,981.08
10/01/2023	198,203.13	188,600.00	9,603.13	14,206.26	8,223.16
04/01/2024	4,046.88	1,750.00	2,296.88		1,947.34
10/01/2024	189,046.88	176,750.00	12,296.88	14,593.76	10,322.31
	1,822,108.84	1,696,148.33	125,960.51	125,960.51	115,512.38

Savings Summary

PV of savings from cash flow	115,512.38
Plus: Refunding funds on hand	3,202.10
Net PV Savings	<u>118,714.48</u>

SUMMARY OF REFUNDING RESULTS

Livingston County Building Authority
Proposed 2015 Refunding Bonds (Private Placement)
Assumes a Private Placement
Refunds the 2005 Building Authority Refunding Bonds

Dated Date	12/15/2015
Delivery Date	12/15/2015
Arbitrage yield	2.000262%
Escrow yield	0.000000%
Value of Negative Arbitrage	
Bond Par Amount	1,545,000.00
True Interest Cost	2.000262%
Net Interest Cost	2.000000%
All-In TIC	2.488671%
Average Coupon	2.000000%
Average Life	4.892
Par amount of refunded bonds	1,490,000.00
Average coupon of refunded bonds	4.247024%
Average life of refunded bonds	5.046
PV of prior debt to 12/15/2015 @ 2.000262%	1,660,512.38
Net PV Savings	118,714.48
Percentage savings of refunded bonds	7.967415%

SOURCES AND USES OF FUNDS

Livingston County Building Authority
Proposed 2015 Refunding Bonds (Private Placement)
Assumes a Private Placement
Refunds the 2005 Building Authority Refunding Bonds

Sources:

Bond Proceeds:	
Par Amount	1,545,000.00
	1,545,000.00

Uses:

Refunding Escrow Deposits:	
Cash Deposit	1,507,797.90
Delivery Date Expenses:	
Cost of Issuance	34,000.00
Other Uses of Funds:	
Additional Proceeds	3,202.10
	1,545,000.00

Notes:

Cost of issuance is estimated
Escrow is invested in cash
ESTIMATED private placement rates as of October 2, 2015

BOND PRICING

Livingston County Building Authority
Proposed 2015 Refunding Bonds (Private Placement)
Assumes a Private Placement
Refunds the 2005 Building Authority Refunding Bonds

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Bond Component:					
	10/01/2016	165,000	2.000%	2.000%	100.000
	10/01/2017	160,000	2.000%	2.000%	100.000
	10/01/2018	165,000	2.000%	2.000%	100.000
	10/01/2019	170,000	2.000%	2.000%	100.000
	10/01/2020	170,000	2.000%	2.000%	100.000
	10/01/2021	175,000	2.000%	2.000%	100.000
	10/01/2022	180,000	2.000%	2.000%	100.000
	10/01/2023	185,000	2.000%	2.000%	100.000
	10/01/2024	175,000	2.000%	2.000%	100.000
		1,545,000			

Dated Date	12/15/2015	
Delivery Date	12/15/2015	
First Coupon	04/01/2016	
Par Amount	1,545,000.00	
Original Issue Discount		
Production	1,545,000.00	100.000000%
Underwriter's Discount		
Purchase Price	1,545,000.00	100.000000%
Accrued Interest		
Net Proceeds	1,545,000.00	

BOND SUMMARY STATISTICS

Livingston County Building Authority
Proposed 2015 Refunding Bonds (Private Placement)
Assumes a Private Placement
Refunds the 2005 Building Authority Refunding Bonds

Dated Date	12/15/2015
Delivery Date	12/15/2015
Last Maturity	10/01/2024
Arbitrage Yield	2.000262%
True Interest Cost (TIC)	2.000262%
Net Interest Cost (NIC)	2.000000%
All-In TIC	2.488671%
Average Coupon	2.000000%
Average Life (years)	4.892
Duration of Issue (years)	4.623
Par Amount	1,545,000.00
Bond Proceeds	1,545,000.00
Total Interest	151,148.33
Net Interest	151,148.33
Total Debt Service	1,696,148.33
Maximum Annual Debt Service	192,200.00
Average Annual Debt Service	192,865.89
Underwriter's Fees (per \$1000)	
Average Takedown	
Other Fee	
Total Underwriter's Discount	
Bid Price	100.000000

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	1,545,000.00	100.000	2.000%	4.892	703.75
	1,545,000.00			4.892	703.75

	TIC	All-In TIC	Arbitrage Yield
Par Value	1,545,000.00	1,545,000.00	1,545,000.00
+ Accrued Interest			
+ Premium (Discount)			
- Underwriter's Discount			
- Cost of Issuance Expense		(34,000.00)	
- Other Amounts			
Target Value	1,545,000.00	1,511,000.00	1,545,000.00
Target Date	12/15/2015	12/15/2015	12/15/2015
Yield	2.000262%	2.488671%	2.000262%

BOND DEBT SERVICE

Livingston County Building Authority
Proposed 2015 Refunding Bonds (Private Placement)
Assumes a Private Placement
Refunds the 2005 Building Authority Refunding Bonds

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
04/01/2016			9,098.33	9,098.33	
10/01/2016	165,000	2.000%	15,450.00	180,450.00	189,548.33
04/01/2017			13,800.00	13,800.00	
10/01/2017	160,000	2.000%	13,800.00	173,800.00	187,600.00
04/01/2018			12,200.00	12,200.00	
10/01/2018	165,000	2.000%	12,200.00	177,200.00	189,400.00
04/01/2019			10,550.00	10,550.00	
10/01/2019	170,000	2.000%	10,550.00	180,550.00	191,100.00
04/01/2020			8,850.00	8,850.00	
10/01/2020	170,000	2.000%	8,850.00	178,850.00	187,700.00
04/01/2021			7,150.00	7,150.00	
10/01/2021	175,000	2.000%	7,150.00	182,150.00	189,300.00
04/01/2022			5,400.00	5,400.00	
10/01/2022	180,000	2.000%	5,400.00	185,400.00	190,800.00
04/01/2023			3,600.00	3,600.00	
10/01/2023	185,000	2.000%	3,600.00	188,600.00	192,200.00
04/01/2024			1,750.00	1,750.00	
10/01/2024	175,000	2.000%	1,750.00	176,750.00	178,500.00
	1,545,000		151,148.33	1,696,148.33	1,696,148.33

SUMMARY OF BONDS REFUNDED

Livingston County Building Authority
Proposed 2015 Refunding Bonds (Private Placement)
Assumes a Private Placement
Refunds the 2005 Building Authority Refunding Bonds

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
2005 Refunding Bonds - Dated: 5/27/05:					
2005	10/01/2016	4.000%	140,000.00	01/14/2016	100.000
	10/01/2017	4.000%	145,000.00	01/14/2016	100.000
	10/01/2018	4.000%	155,000.00	01/14/2016	100.000
	10/01/2019	4.100%	160,000.00	01/14/2016	100.000
	10/01/2020	4.100%	165,000.00	01/14/2016	100.000
	10/01/2021	4.250%	170,000.00	01/14/2016	100.000
	10/01/2022	4.250%	180,000.00	01/14/2016	100.000
	10/01/2023	4.375%	190,000.00	01/14/2016	100.000
	10/01/2024	4.375%	185,000.00	01/14/2016	100.000
			1,490,000.00		

ESCROW REQUIREMENTS

Livingston County Building Authority
Proposed 2015 Refunding Bonds (Private Placement)
Assumes a Private Placement
Refunds the 2005 Building Authority Refunding Bonds

Period Ending	Interest	Principal Redeemed	Total
01/14/2016	17,797.90	1,490,000.00	1,507,797.90
	17,797.90	1,490,000.00	1,507,797.90

ESCROW STATISTICS

Livingston County Building Authority
Proposed 2015 Refunding Bonds (Private Placement)
Assumes a Private Placement
Refunds the 2005 Building Authority Refunding Bonds

Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Global Proceeds Escrow: 1,507,797.90				1,505,382.36		2,415.54
1,507,797.90				1,505,382.36	0.00	2,415.54

Delivery date 12/15/2015
Arbitrage yield 2.000262%